



County of Ottawa

Board of Commissioners

Philip D. Kuyers
Chairperson

James C. Holtrop
Vice-Chairperson

12220 Fillmore Street, Room 310, West Olive, Michigan 49460

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Website: www.miOttawa.org

June 7, 2011

To All Ottawa County Commissioners:

The Ottawa County Board of Commissioners will meet on **Tuesday, June 14, 2011 at 1:30 p.m.**, for the regular June meeting of the Board at the Ottawa County Fillmore Street Complex in West Olive, Michigan.

The Agenda is as follows:

1. Call to Order by the Chairperson
2. Invocation – Commissioner DeJong
3. Pledge of Allegiance to the Flag
4. Roll Call
5. Presentation of Petitions and Communications
6. Public Comments and Communications from County Staff
 - A. Legislative Update, Jim Miller, Governmental Consultant Services, Inc. (GCSI)
7. Approval of Agenda
8. Actions and Reports
 - A. Consent Resolutions:

From the County Clerk

1. Board of Commissioners Meeting Minutes
Suggested Motion:
To approve the Minutes of the May 24, 2011 Board of Commissioners Meeting.
2. Payroll
Suggested Motion:
To authorize the payroll of June 14, 2011 in the amount of \$_____.
3. Correspondence Log 416
Suggested Motion:
To receive for information the Correspondence Log.

Stuart P. Visser Dennis W. Swartout Jane M. Ruiter Greg J. DeJong Roger G. Rycenga
Joseph S. Baumann Robert W. Karsten James H. Holtvluwer Donald G. Disselkoen

From the Finance and Administration Committee

4. Monthly Accounts Payable for May 16, 2011 through May 31, 2011
Suggested Motion:
To approve the general claims in the amount of \$2,249,213.72 as presented by the summary report for May 16, 2011 through May 31, 2011.

From Administration

5. Ottawa County 58th District Court 2010 Annual Report
Suggested Motion:
To receive for information the Ottawa County 58th District Court 2010 Annual Report.
6. Ottawa County 20th Circuit Court Probation and Parole 2010 Annual Report
Suggested Motion:
To receive for information the Ottawa County 20th Circuit Court Probation and Parole 2010 Annual Report.
7. Resolution Honoring the 100th Anniversary of St. Anthony's Catholic Community in Robinson Township
Suggested Motion:
To approve and authorize the Board Chair and Clerk to sign the resolution honoring the 100th Anniversary of St. Anthony's Catholic Community in Robinson Township.
8. Resolution Honoring biosolutions, LLC for a 2011 Business Recognition Award
Suggested Motion:
To approve and authorize the Board Chair and Clerk to sign the resolution honoring biosolutions LLC on its selection by the City of Grand Haven for a 2011 Chamber – Grand Haven, Spring Lake, Ferrysburg Business Recognition Award.
9. Resolution Honoring Haven Manufacturing for 2011 Business Recognition Award
Suggested Motion:
To approve and authorize the Board Chair and Clerk to sign the resolution honoring Haven Manufacturing on its selection by the Grand Haven Charter Township for a 2011 Chamber – Grand Haven, Spring Lake, Ferrysburg Business Recognition Award.
10. Resolution Honoring AAC Credit Union for a 2011 Business Recognition Award
Suggested Motion:
To approve and authorize the Board Chair and Clerk to sign the resolution honoring AAC Credit Union on its selection by the City of Ferrysburg for a 2011 Chamber – Grand Haven, Spring Lake, Ferrysburg Business Recognition Award.
11. Resolution Honoring Seven Steps Up LLC for a 2011 Business Recognition Award
Suggested Motion:
To approve and authorize the Board Chair and Clerk to sign the resolution honoring Seven Steps Up LLC on its selection by the Village of Spring Lake for a 2011 Chamber – Grand Haven, Spring Lake, Ferrysburg Business Recognition Award.
12. Resolution Honoring the Spring Lake Country Club for a 2011 Business Recognition Award
Suggested Motion:
To approve and authorize the Board Chair and Clerk to sign the resolution honoring the Spring Lake Country Club on its selection by Spring Lake Township for a 2011 Chamber – Grand Haven, Spring Lake, Ferrysburg Business Recognition Award.

B. Action Items:

From the Health and Human Services Committee

13. Senior Resources Annual Implementation Plan FY 2012
Suggested Motion:
To approve and authorize the Board Chair and Clerk to sign the resolution approving the Senior Resources Annual Implementation Plan FY 2012.

From the Planning and Policy Committee

14. Resolution and Lease Agreement – West Michigan Agricultural Education Center
Suggested Motion:
To approve and authorize the Board Chair and Clerk to sign the “Resolution of Benefit” and the proposed “Lease Agreement” between the County of Ottawa and The West Michigan Agricultural Education Center, for a portion of the Eastmanville Farm Park.
15. Lease of Farmland and Lease Assignment – Meerman Acreage at Eastmanville Farm
Suggested Motion:
To approve/ratify the Lease of Farmland of certain acreage at the Eastmanville Farm to Luke Meerman, and to approve/ratify the Lease Assignment of the County’s interest in that Lease of Farmland to the Ottawa County Agricultural Education Center.
16. Olive Shores Grant Agreement
Suggested Motion:
To approve and authorize the Board Chair and Clerk to sign the resolution accepting the terms of the grant agreement with the Michigan Department of Natural Resources for the Olive Shores Park Improvement Project.

C. Appointments: None

D. Discussion Items:

17. Ottawa County 58th District Court 2010 Annual Report
(Presented by: Barry Kantz, Court Administrator)
18. 20th Circuit Court Probation and Parole 2010 Annual Report
(Presented by: Heath White, Holland Probation/Parole Supervisor and Ben Sutherland, Grand Haven Probation/Parole Supervisor)
19. Closed Session
Suggested Motion:
To go into closed session for the purpose of discussing sale of property.
(2/3 roll call vote required)

9. Report of the County Administrator
10. General Information, Comments, and Meetings Attended
11. Public Comments
12. Adjournment

**PROPOSED
PROCEEDINGS OF THE OTTAWA COUNTY
BOARD OF COMMISSIONERS
MAY SESSION – SECOND DAY**

The Ottawa County Board of Commissioners met on Tuesday, May 24, 2011, at 1:30 p.m. and was called to order by the Chair.

Mr. Swartout pronounced the invocation.

The Clerk led in the Pledge of Allegiance to the Flag.

Present at roll call: Messrs. Visser, Kuyers, Swartout, Mrs. Ruiter, Messrs. DeJong, Rycenga, Baumann, Disselkoen, Karsten, Holtrop, Holtvluwer. (11)

Public Comments and Communications from County Staff

Randy Rapp, Environmental Health, explained the new summer beach monitoring program. The Health Department will no longer be issuing advisories in response to test results. The result will be posted online so beachgoers can make informed decisions about water quality.

- B/C 11-120 Mr. Karsten moved to approve the agenda of today as presented. The motion passed.
- B/C 11-121 Mr. Swartout moved to amend motion B/C 11-120 amending the agenda to include substitute wording for Action Item 16 and adding Action Item 16a – Land Purchase for Marne Bog and Alternate Musketawa Trail Route. The motion passed.
- B/C 11-122 Mr. Holtrop moved to approve the following Consent Resolution:
1. To approve the Minutes of the May 10, 2011, Board of Commissioners Meeting and the May 10, 2011, Board of Commissioners Work Session.
 2. To authorize the payroll of May 24, 2011 in the amount of \$575.66.
 3. To approve the general claims in the amount of \$3,807,364.28 as presented by the summary report for May 1, 2011 through May 13, 2011.
 4. To approve the appropriation changes greater than \$50,000 and those approved by the Administrator and Fiscal Services Director for

\$50,000 or less which changed the total appropriation from the amended budget for the month of April 2011.

5. To receive for information the West Michigan Enforcement Team (W.E.M.E.T.) 2010 Annual Report.

The motion passed as shown by the following votes: Yeas: Messrs. Holtrop, Holtvluwer, Swartout, Baumann, Visser, Disselkoen, Karsten, Mrs. Ruiter, Messrs. Rycenga, DeJong, Kuyers. (11)

B/C 11-123 Mr. Swartout moved to receive and approve the Ottawa County Strategic Plan and 2011 Business Plan. The motion passed as shown by the following votes: Yeas: Messrs. Karsten, Disselkoen, Holtrop, Visser, Holtvluwer, DeJong, Mrs. Ruiter, Messrs. Swartout, Rycenga, Baumann, Kuyers. (11)

B/C 11-124 Mr. Swartout moved to approve and authorize the Board Chair to sign the Resolution for changing MERS Benefits approving the POAM Non-312 MERS Pension Enhancement. The motion passed as shown by the following votes: Yeas: Messrs. Disselkoen, Karsten, DeJong, Holtrop, Visser, Swartout, Mrs. Ruiter, Messrs. Rycenga, Holtvluwer, Baumann, Kuyers. (11)

B/C 11-125 Mr. Rycenga moved to approve and authorize the Board Chair and Clerk to sign the Declaration of Restriction on Land Use placing restrictions on wetlands at the Eastmanville Bayou Open Space property as requested by the Corps of Engineers in conjunction with granting a permit for improvements at this site. The motion passed as shown by the following votes: Yeas: Messrs. DeJong, Visser, Swartout, Holtvluwer, Mrs. Ruiter, Messrs. Disselkoen, Baumann, Holtrop, Karsten, Rycenga, Kuyers. (11)

B/C 11-126 Mr. Swartout moved to approve the request from Circuit Court/Juvenile Services for a .5 FTE Treatment Specialist Position through Outside Temporary Services (contractual, unbenefitted) at a cost of \$17,600. Position funded from a Grant through 9/30/2011. The motion passed as shown by the following votes: Yeas: Messrs. Visser, Holtvluwer, Disselkoen, Holtrop, Mrs. Ruiter, Messrs. Karsten, DeJong, Rycenga, Swartout, Baumann, Kuyers. (11)

B/C 11-127 Mr. Swartout moved to approve the recommendation that the Ottawa County millage allocation remains at 4.440 mills. The motion passed as shown by the following votes: Yeas: Mrs. Ruiter, Messrs. Baumann, DeJong, Karsten, Swartout, Holtvluwer, Rycenga, Holtrop, Disselkoen, Visser, Kuyers. (11)

- B/C 11-128 Mr. Swartout moved to approve and authorize the Board Chair and Clerk to sign the Resolution to approve the 2011 Millage Rate for Ottawa County of 3.6 mills. The motion passed as shown by the following votes: Yeas: Messrs. DeJong, Rycenga, Baumann, Disselkoen, Holtvluwer, Visser, Holtrop, Swartout, Karsten, Ms. Ruiter, Mr. Kuyers. (11)
- B/C 11-129 Mr. Swartout moved to approve and authorize the Board Chair and Clerk to sign the Resolution to approve the 2011 Millage Rate for E-911 of .4400 mills. The motion passed as shown by the following votes: Yeas: Messrs. Swartout, Holtvluwer, Visser, Holtrop, Karsten, Disselkoen, Baumann, Rycenga, DeJong, Mrs. Ruiter, Mr. Kuyers. (11)
- B/C 11-130 Mr. Swartout moved to approve and authorize the Board Chair and Clerk to sign the Resolution to approve the 2011 Millage Rate for Parks of .3165 mills. The motion passed as shown by the following votes: Yeas: Mr. Holtvluwer, Mrs. Ruiter, Messrs. Holtrop, Rycenga, Disselkoen, Baumann, Visser, Karsten, DeJong, Swartout, Kuyers. (11)
- B/C 11-131 Mr. Swartout moved to approve the establishment of a new financing tool for the transfer of new hires from the current MERS Defined Benefit Plan to a MERS Defined Contribution Plan and to seed the new financing tool with a transfer from the Health Insurance Fund in the amount of \$400,000. The motion passed as shown by the following votes: Yeas: Messrs. Rycenga, DeJong, Karsten, Mrs. Ruiter, Messrs. Baumann, Visser, Swartout, Holtvluwer, Disselkoen, Holtrop, Kuyers. (11)
- B/C 11-132 Mr. Swartout moved to approve the request from Community Mental Health to create two (2) FTE's Mental Health Nurses (Group T, Paygrade 13, C Step) at a cost of \$127,100.00. Funding to come from Medicaid Funds. The motion passed as shown by the following votes: Yeas: Holtrop, Holtvluwer, Swartout, Baumann, Visser, Disselkoen, Karsten, Mrs. Ruiter, Messrs. Rycenga DeJong, Kuyers. (11)
- B/C 11-133 Mr. Swartout moved to approve the request from the Public Health Department to increase (1) .75 FTE Environmental Health Specialist (Group T, Paygrade 14) to a .8 FTE Environmental Health Specialist, at a cost of \$4,365.00. Funding to come from a grant through the Michigan Department of Environmental Quality. Position to sunset September 2012. The motion passed as shown by the following votes: Yeas: Messrs. Karsten, Disselkoen, Holtrop, Visser, Holtvluwer, DeJong, Mrs. Ruiter, Messrs. Swartout, Rycenga, Baumann, Kuyers. (11)
- B/C 11-134 Mr. Swartout moved to approve the Agreement for Sale and Purchase of Real Estate with Ryan and Jana Veltkamp to acquire approximately 89 acres in Wright Township for \$451,000 with the intent for Ottawa County Parks to retain ownership of approximately 43 acres to expand and

provide access to its Marne Bog property and to transfer ownership of approximately 46 acres to area farmers including land which will be exchanged with the State of Michigan to provide an alternate route for the Musketawa Trail past the Triick Farm. Funding for land to be retrained by Ottawa County to come from the Parks and Recreation millage and the County's Environmental fund. The Parks and Recreation Director will be authorized to sign the documents required for this transaction. The motion passed as shown by the following votes: Yeas: Messrs. Disselkoen, Karsten, DeJong, Holtrop, Visser, Swartout, Mrs. Ruiter, Messrs. Rycenga, Holtvluwer, Baumann, Kuyers. (11)

Discussion Items

1. West Michigan Enforcement Team (W.E.M.E.T.) 2010 Annual Report – The W.E.M.E.T. 2010 Annual Report was presented by Cameron Henke, Section Commander.
2. Purchase of Military Service Credits Policy – Marie Waalkes, Human Resources Director, explained the history of the Purchase of Military Service Credits under HR Policy 16. The Planning and Policy Committee had received six potential options and after discussion, agreed to forward to the Finance and Administration Committee the recommendation to eliminate the policy by January 1, 2014.

The Finance and Administration Committee met and requested to bring five options before the full Board to discuss. After some discussion, the following motions were presented.

B/C 11-135 Mr. Holtvluwer moved to approve continuing the current Purchase of Military Service Credits under HR Policy 16 until the end of 2011; increase the employee contribution to 50% beginning January 1, 2012 and then end the program by January 1, 2013. The motion was defeated as shown by the following votes: Yeas: Mr. Holtvluwer, Mrs. Ruiter, Messrs. Holtrop, Rycenga, Kuyers. (5)

Nays: Messrs. DeJong, Visser, Swartout, Disselkoen, Baumann, Karsten. (6)

B/C 11-136 Mr. Baumann moved to approve continuing the current Purchase of Military Service Credits under HR Policy 16 until the end of 2011 with the stipulation to increase the employee contribution to 50% beginning immediately and then end the program by January 1, 2013. The motion passed as shown by the following votes: Yeas: Messrs. Visser, Holtvluwer, Disselkoen, Holtrop, Mrs. Ruiter, Messrs. Karsten, DeJong, Rycenga, Swartout, Baumann, Kuyers. (11)

The Administrator's report was presented.

B/C 11-137 Mr. Holtrop moved to adjourn at 2:45 p.m. subject to the call of the Chair.
The motion passed.

DANIEL C. KRUEGER, Clerk
Of the Board of Commissioners

PHILIP KUYERS, Chairman
Of the Board of Commissioners

Action Request



Committee: Board of Commissioners

Meeting Date: 6/14/2011

Requesting Department: County Clerk

Submitted By: Bob Spaman

Agenda Item: Payroll

SUGGESTED MOTION:

To authorize the payroll of June 14, 2011 in the amount of \$_____.

SUMMARY OF REQUEST:

To pay the current payroll of the members of the Ottawa County Board of Commissioners. Pursuant to MCL 46.11, the Board of Commissioners is authorized to provide for and manage the ongoing business affairs of the County.

FINANCIAL INFORMATION:

Total Cost: _____ General Fund Cost: _____ Included in Budget: Yes No

If not included in budget, recommended funding source: _____

ACTION IS RELATED TO AN ACTIVITY WHICH IS:

Mandated Non-Mandated New Activity

ACTION IS RELATED TO STRATEGIC PLAN:

Goal:

- 1: To Maintain and Improve the Strong Financial Position of the County.
- 2: To Maintain and Enhance Communication with Citizens, Employees, and Other Stakeholders.
- 3: To Contribute to a Healthy Physical, Economic, & Community Environment.
- 4: To Continually Improve the County's Organization and Services.

Objective: _____

ADMINISTRATION RECOMMENDATION: Recommended Not Recommended Without Recommendation

County Administrator: **Alan G. Vanderberg**

Digitally signed by Alan G. Vanderberg
DN: cn=Alan G. Vanderberg, o=US, ou=County of Ottawa, ou=Administrator's Office, email=avanderberg@ocottawa.org
Reason: I am approving this document
Date: 2011.03.02 09:03:46 -0500

Committee/Governing/Advisory Board Approval Date: _____

Action Request



Committee: Board of Commissioners

Meeting Date: 6/14/2011

Requesting Department: County Clerk

Submitted By: Keith Van Beek

Agenda Item: Correspondence Log 416

SUGGESTED MOTION:

To receive for information the Correspondence Log.

SUMMARY OF REQUEST:

FINANCIAL INFORMATION:

Total Cost: \$0.00 | General Fund Cost: \$0.00 | Included in Budget: Yes | No

If not included in budget, recommended funding source:

ACTION IS RELATED TO AN ACTIVITY WHICH IS:

Mandated | Non-Mandated | New Activity

ACTION IS RELATED TO STRATEGIC PLAN:

Goal:

Objective:

ADMINISTRATION RECOMMENDATION: Recommended | Not Recommended | Without Recommendation

County Administrator: Alan G. Vanderberg

Digitally signed by Alan G. Vanderberg
DN: cn=Alan G. Vanderberg, o=County of Ottawa, ou=Administrator's Office, email=avanderberg@mottawak.org
Reason: I am approving this document.
Date: 2011.06.09 11:12:00 -0400

Committee/Governing/Advisory Board Approval Date:

CORRESPONDENCE LOG 416

Date	Correspondent	Content	Referred To
6/2/2011	TAX ALLOCATION BOARD	FINAL ORDER	ADMINISTRATOR, COMMISSIONERS
6/1/2011	US CENSUS BUREAU	2010 CENSUS	ADMINISTRATOR, COMMISSIONERS
5/20/2011	MICHAEL DALMAN, HOLLAND TWP CLERK	NOTICE OF HEARINGS	ADMINISTRATOR, KUYERS, KARSTEN, BAUMANN
5/19/2011	GRATIOT CO BD OF COMMISSIONERS	RESOLUTION IN SUPPORT OF HB 4148, 4149 & 4150	ADMINISTRATOR & COMMISSIONERS
5/19/2011	STEPPIN' OUT	EMPLOYEE RECOGNITION	ADMINISTRATOR, COMMISSIONERS
5/10/2011	MICHAEL DALMAN, HOLLAND TWP	2 PUBLIC HEARING NOTICES NEW ELECTRONIC CONTRACT & BILLING SYSTEM FOR CHILD SUPPORT	ADMINISTRATOR, KUYERS, BAUMANN, KARSTEN
5/4/2011	MARILYN STEPHENS, DHS	ORDER OF REVOCATION	ADMINISTRATOR, COMMISSIONERS
5/4/2011	STATE TAX COMMISSION	PUBLIC HEARING	ADMINISTRATOR, DEJONG
5/4/2011	LINDA NIOTIS, GH CITY CLERK		ADMINISTRATOR, RUITER SWARTOUT

From: 5/3/2011 To: 6/3/2011

Action Request



Committee: Board of Commissioners

Meeting Date: 6/14/2011

Requesting Department: Fiscal Services

Submitted By: Bob Spaman

Agenda Item: Monthly Accounts Payable for May 16, 2011 through May 31, 2011

SUGGESTED MOTION:

To approve the general claims in the amount of \$2,249,213.72 as presented by the summary report for May 16, 2011 through May 31, 2011.

SUMMARY OF REQUEST:

Approve vendor payments in accordance with the Ottawa County Purchasing Policy.

FINANCIAL INFORMATION:

Total Cost: \$2,249,213.72 | General Fund Cost: \$2,249,213.72 | Included in Budget: Yes | No

If not included in budget, recommended funding source:

ACTION IS RELATED TO AN ACTIVITY WHICH IS:

Mandated | Non-Mandated | New Activity

ACTION IS RELATED TO STRATEGIC PLAN:

Goal: 1: To Maintain and Improve the Strong Financial Position of the County.

Objective:

- 1: Advocate on legislative issues to maintain and improve the financial position of the County.
- 2: Implement processes and strategies to deal with operational budget deficits.
- 3: Reduce the negative impact of rising employee benefit costs on the budget.
- 4: Maintain or improve bond ratings.

ADMINISTRATION RECOMMENDATION: Recommended | Not Recommended | Without Recommendation

County Administrator: **Alan G. Vanderberg**

Digitally signed by Alan G. Vanderberg
DN: cn=Alan G. Vanderberg, ou=County of Ottawa, ou=Administrator's Office, email=avanderberg@ottawa.org
Reason: I am approving this document
Date: 2011.06.06 11:21:43 -0400

Committee/Governing/Advisory Board Approval Date:



County of Ottawa

Fiscal Services Department

Robert Spaman
Fiscal Services Director

Marvin Hinga
Fiscal Services Assistant Director

12220 Fillmore Street • Room 331 • West Olive, Michigan 49460

West Olive (616) 738-4847
Fax (616) 738-4098
e-mail: rspaman@miottawa.org
mhinga@miottawa.org

To: Board of Commissioners
From: Robert Spaman, Fiscal Services Director
Subject: Accounts Payable Listing – May 16, 2011 to May 31, 2011
Date: June 1, 2011

I have reviewed the Accounts Payable Listing for May 16 through May 31, 2011. The following information will give you the detail of some of the purchases made in specific funds during this period:

Fund 6641 – Equipment Pool Fund


OnBase System Server – IT Department	\$5,487.54
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If you have any additional questions, please feel free to contact me.

Total Checks/Automated Clearing House (ACH) 05/16/2011 through 05/31/2011

I hereby certify that to the best of my knowledge the List of Audit Claims, a summary of which is attached, constitutes all claims received and audited for payment. The List of Claims shows the name of claimant, amount of claim, check number, ACH number, check date and ACH date. The net amount of checks/ACH written during the period was \$2,235,589.83. The amount of claims to be approved totals \$2,249,213.72.

*Adjustments are voided checks or ACH.


Robert Spaman, Fiscal Services, Director

6/1/11
Date

We hereby certify that the Board of Commissioners has approved the claims on this 14th day of June, 2011.

Philip Kuyers, Chairperson
Board of Commissioners

Daniel Krueger, Clerk

ACCOUNTS PAYABLE CHECKS/ACH 05/16/2011 THROUGH 05/31/2011

<u>FUND NUMBER</u>	<u>FUND NAME</u>	<u>CLAIMS TO BE APPROVED</u>	<u>ADJUSTMENTS*</u>	<u>NET CHECK/ACH TOTALS</u>
1010	GENERAL FUND	770,860.45	(13.26)	770,847.19
1500	CEMETERY TRUST	0.00	0.00	0.00
2081	PARKS & RECREATION	27,240.29	(250.00)	26,990.29
2082	PARK 12	0.00	0.00	0.00
2160	FRIEND OF COURT	3,182.80	0.00	3,182.80
2170	9/30 JUDICIAL GRANTS	4,217.06	0.00	4,217.06
2210	HEALTH	85,629.21	(564.00)	85,065.21
2220	MENTAL HEALTH	561,878.60	(12,000.00)	549,878.60
2271	SOLID WASTE CLEAN-UP	22,549.44	0.00	22,549.44
2272	LANDFILL TIPPING FEES	4,204.49	0.00	4,204.49
2320	TRANSPORTATION SYSTEM	39,392.00	0.00	39,392.00
2420	PLANNING COMMISSION	0.00	0.00	0.00
2444	INFRASTRUCTURE FUND	0.00	0.00	0.00
2450	PUBLIC IMPROVEMENT	0.00	0.00	0.00
2550	HOMESTEAD PROPERTY TAX	11,967.00	0.00	11,967.00
2560	REGISTER OF DEEDS AUTOMATION FUND	15,057.57	0.00	15,057.57
2590	LIPPERT GRANT	0.00	0.00	0.00
2601	PROSECUTING ATTORNEY GRANTS	99.50	0.00	99.50
2602	WEMET	54,452.00	0.00	54,452.00
2603	WEED AND SEED	0.00	0.00	0.00
2605	COPS-AHEAD-GEORGETOWN	0.00	0.00	0.00
2606	COPS-FAST-GEORGETOWN	0.00	0.00	0.00
2608	COPS-FAST-ALLENDALE	0.00	0.00	0.00
2609	SHERIFF GRANT PROGRAMS	2,105.20	0.00	2,105.20

ACCOUNTS PAYABLE CHECKS/ACH 05/16/2011 THROUGH 05/31/2011

<u>FUND NUMBER</u>	<u>FUND NAME</u>	<u>CLAIMS TO BE APPROVED</u>	<u>ADJUSTMENTS*</u>	<u>NET CHECK/ACH TOTALS</u>
2610	COPS-UNIVERSAL	12,627.79	0.00	12,627.79
2640	EMT HOLLAND-PARK	0.00	0.00	0.00
2650	EMT GEORGETOWN TOWNSHIP	0.00	0.00	0.00
2661	SHERIFF ROAD PATROL	914.16	0.00	914.16
2690	LAW LIBRARY	0.00	0.00	0.00
2740	WIA-ADMIN. COST POOL	8,636.41	0.00	8,636.41
2741	WIA-YOUTH	1,717.32	0.00	1,717.32
2742	WIA-ADULT	1,109.79	0.00	1,109.79
2743	WIA-6/30 GRANT PROGRAMS	7,985.69	0.00	7,985.69
2744	WIA-12/31 GRANT PROGRAMS	694.00	0.00	694.00
2747	WIA-WORK FIRST YOUTH	0.00	0.00	0.00
2748	WIA-9/30 GRANT PROGRAMS	102,949.50	0.00	102,949.50
2749	WIA-3/31 GRANT PROGRAMS	1,468.52	0.00	1,468.52
2750	GRANT PROGRAMS-PASS THRU	60,920.58	0.00	60,920.58
2800	EMERGENCY FEEDING	494.97	0.00	494.97
2810	FEMA	0.00	0.00	0.00
2850	COMMUNITY CORRECTIONS PROG. GRANT	3,055.92	0.00	3,055.92
2870	COMMUNITY ACTION AGENCY (CAA)	9,483.30	0.00	9,483.30
2890	WEATHERIZATION	35,314.86	0.00	35,314.86
2900	DEPT OF HUMAN SERVICES	0.00	0.00	0.00
2901	DEPT OF HUMAN SERVICES	8,421.56	0.00	8,421.56
2920	CHILD CARE - PROBATE	65,354.61	(20.63)	65,333.98
2921	CHILD CARE - SOCIAL SERVICES	0.00	0.00	0.00
2930	SOLDIER & SAILORS RELIEF	0.00	0.00	0.00

ACCOUNTS PAYABLE CHECKS/ACH 05/16/2011 THROUGH 05/31/2011

<u>FUND NUMBER</u>	<u>FUND NAME</u>	<u>CLAIMS TO BE APPROVED</u>	<u>ADJUSTMENTS*</u>	<u>NET CHECK/ACH TOTALS</u>
2940	VETERANS TRUST	0.00	0.00	0.00
2941	VETERANS TRUST	4,001.06	0.00	4,001.06
5160	DELINQUENT TAXES	9,325.64	0.00	9,325.64
6360	INFORMATION TECHNOLOGY	15,350.89	0.00	15,350.89
6410	WATER & SEWER REVOLVING	0.00	0.00	0.00
6450	DUPLICATING	531.81	0.00	531.81
6550	TELECOMMUNICATIONS	22,095.32	0.00	22,095.32
6641	EQUIPMENT POOL	5,737.54	0.00	5,737.54
6770	PROTECTED SELF-FUNDED INSURANCE	0.00	0.00	0.00
6771	PROTECTED SELF-FUNDED HEALTH INS.	8,745.64	0.00	8,745.64
6772	PROTECTED SELF-FUNDED UNEMPL INS.	0.00	0.00	0.00
6775	LONG-TERM DISABILITY INSURANCE	8,624.85	0.00	8,624.85
6776	PROTECTED SELF-FUNDED DENTAL INS.	0.00	0.00	0.00
6777	PROTECTED SELF-FUNDED VISION	0.00	0.00	0.00
6782	PROTECTED SELF-FUNDED INS PROG M.H.	0.00	0.00	0.00
7010	AGENCY	231,036.67	(776.00)	230,260.67
7040	IMPREST PAYROLL	19,772.27	0.00	19,772.27
7210	LIBRARY PENAL FINE	0.00	0.00	0.00
7300	EMPLOYEE SICK PAY BANK	0.00	0.00	0.00
7360	OPEB TRUST	7.44	0.00	7.44
		<u>\$2,249,213.72</u>	<u>(\$13,623.89)</u>	<u>\$2,235,589.83</u>

Action Request



Committee: Board of Commissioners

Meeting Date: 6/14/2011

Requesting Department: 58th District Court

Submitted By: Keith Van Beek

Agenda Item: Ottawa County 58th District Court 2010 Annual Report

SUGGESTED MOTION:

To receive for information the Ottawa County 58th District Court 2010 Annual Report.

SUMMARY OF REQUEST:

In accordance with 2011 Rules of the Ottawa County Board of Commissioners:

Section 4.6 - Annual Reports From Departments of County Government - It is the policy of the Board of Commissioners to receive annual, written and oral Reports from all Departments of County government. Written reports shall be in a form approved by the County Administrator and shall, in the ordinary course, be submitted directly to the Board of Commissioners through the County Administrator's Office.

FINANCIAL INFORMATION:

Total Cost: \$0.00 | County Cost: \$0.00 | Included in Budget: Yes | No

If not included in budget, recommended funding source:

ACTION IS RELATED TO AN ACTIVITY WHICH IS:

Mandated | Non-Mandated | New Activity

ACTION IS RELATED TO STRATEGIC PLAN:

Goal: 2: To Maintain and Enhance Communication with Citizens, Employees, and Other Stakeholders.

Objective: 4: Continue to improve communication with Commissioners.

ADMINISTRATION RECOMMENDATION: Recommended | Not Recommended

County Administrator: **Alan G. Vanderberg**

Digitally signed by Alan G. Vanderberg
DN: cn=Alan G. Vanderberg, o=US, ou=County of Ottawa, ou=Administrator's Office, email=avanderberg@miottawa.org
Reason: I am approving this document.
Date: 2011.06.06 15:11:08 -0400

Committee/Governing/Advisory Board Approval Date:

58th District Court 2010 Annual Report



**58th District Court at
Grand Haven**
414 Washington Street
Grand Haven, MI
49417
(616) 846-8280

**58th District Court at
Holland**
85 West 8th Street
Holland, MI 49423
(616) 392-6991

**58th District Court at
Hudsonville**
3100 Port Sheldon
Road
Hudsonville, MI 49426
(616) 662-3100

58th District Court

June 3, 2011

I am pleased to present the 2010 Annual Report for the 58th District Court. Like all branches of local government we were faced with the challenge of adhering to our mission while mindful of the need to operate within the constraints of budget accountability. Through the hard work of clerical, probation and community corrections staff and the leadership of the management team I believe we were able to accomplish this goal.

Highlights of the past year included procedural changes to case processing and scheduling, modification of fines and costs schedules and the first time implementation of probation oversight fees for all probationers. These changes allowed the District Court to continue to meet and exceed state guidelines for case disposition and resulted in over three million dollars in general fund revenues.

Paralleling a long term national and statewide trend, criminal case filings remained stable or decreased in 2010. Activity by the probation department remained at a high level with increases in drug testing, in person reporting and home checks. It is believed that frequent testing and strict accountability by probationers will deter probation violations, allow for successful completion of probation and prevent future recidivism. Additionally the probation staff oversees the judges' directives that pre trial bond conditions be strictly adhered to by defendants.

Civil filings in the 58th District Court remained generally stable. There were increases in summary proceedings actions which involve evictions from rental and foreclosed residential properties and decreases in small claims filings. The court anticipates increases in small claims filings in the future as a result of probable legislative action increasing the jurisdictional limits for these actions.

In 2010 the 58th District Court continued to work with various community organizations and agencies to provide community service work by probationers. The judges believe that restitution to both the direct victims of crime and the community as a whole is an important component of sentencing and will continue to order both self-directed and probation directed community services in the future.

The 58th District Court along with all other courts in the state participated in a time study of judges' and magistrates' activities in 2010. This compiled data will be incorporated in a judicial needs report to be issued by the State Court Administrative Office later this year to more accurately assess the needs of each county for judicial resources. This court looks forward to the release of that report and will respond affirmatively to the recommendations.

Finally, the 58th District Court is working with Ottawa County to develop appropriate performance standards to be incorporated in the county's performance dashboard. We at the 58th District court recognize the need to be fully accountable to the citizens of our county for the quality and efficiency of the work we do and look forward to continued cooperation with the other branches of county government in an effort to meet and exceed those standards.

Respectfully submitted,
Bradley S. Knoll
Chief Judge
58th District Court

58th District Court

MISSION

The Mission of the 58th District Court is to interpret and apply the law with fairness, equality and integrity, and promote public accountability for improved quality of life in Ottawa County.

VISION

- Be sensitive and responsive to the needs of a diverse community.
- Develop and maintain the highest level of services to the public and legal community to effectively and efficiently use public resources.
- Utilize technology that will assist court personnel to increase citizen access and convenience to the court.
- Promote a safe community; identify areas where intervention is necessary, network with other departments and agencies to persuade behavior change.
- Recruit and maintain the highest quality staff, provide training, resources and support to meet the needs of internal and external customers.
- Insure that court procedures and structures best facilitate the expedient and economical resolution of matters before the court.
- Share important management information with staff through quality communication.
- Refine procedures and facilities that provide a secure environment for public and staff.
- Promote innovative ways of resolving problematic issues facing the courts service to the public.
- Continue to promote and investigate therapeutic and problem solving techniques for defendants and litigants.

58th District Court

GENERAL OVERVIEW

The 58th District Court is part of the judicial branch of government as provided for by the Michigan Constitution and created by enactment of the Michigan Legislature. The purpose of the District Court is to provide a system of justice for the citizens of Ottawa County. The District Court has jurisdiction over all cases in controversy in amounts of twenty five thousand dollars or less. The District Court has jurisdiction over all criminal misdemeanors charged in Ottawa County and is the court of first appearance for anyone charged with a felony in Ottawa County.

There are three District Court locations in Ottawa County: Grand Haven, Holland and Hudsonville. Small claims cases are also scheduled in Coopersville.

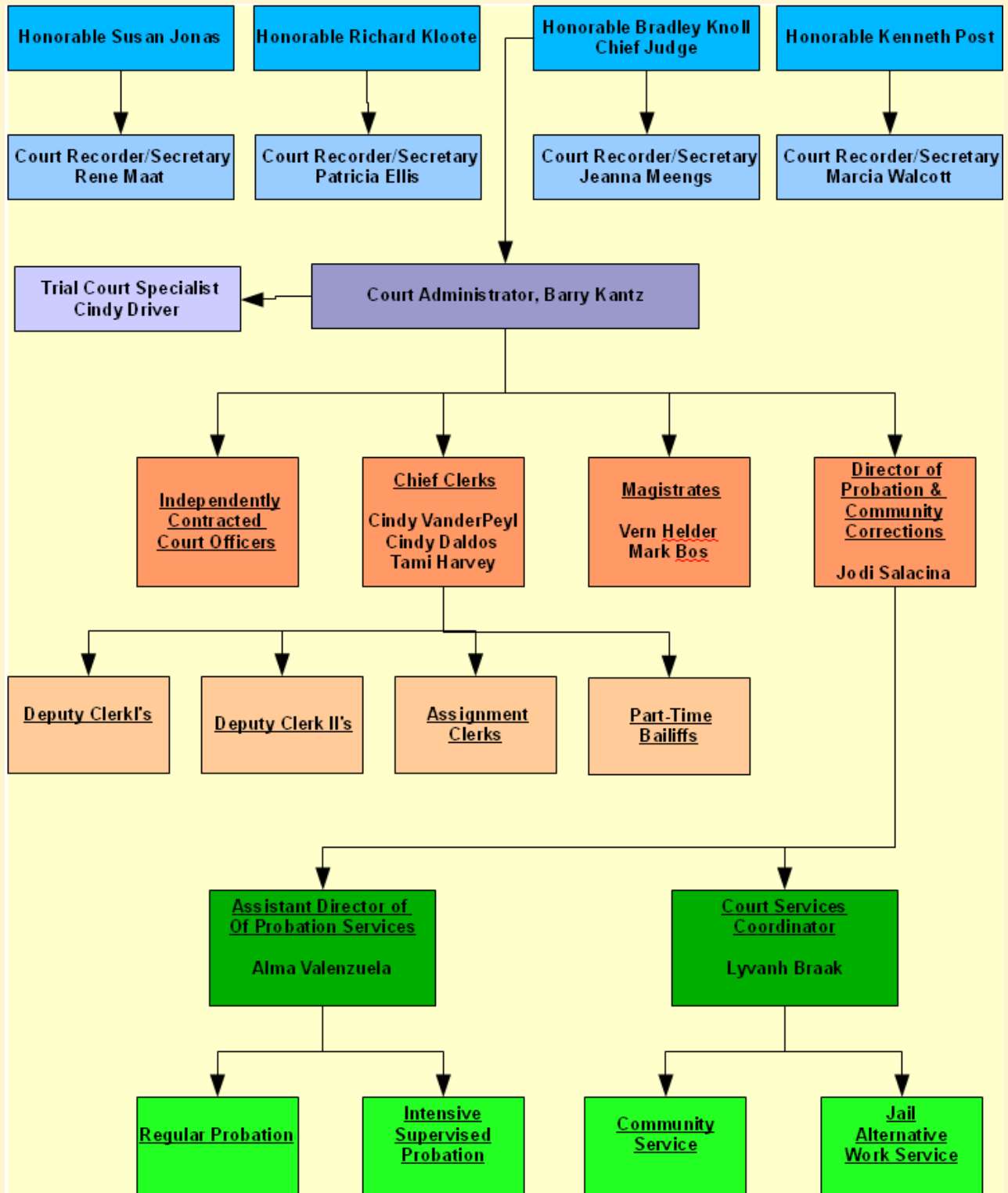
Each Court is divided into four divisions: criminal, traffic, civil and probation. The criminal division handles state and ordinance criminal cases. It is responsible for scheduling all matters, opening and closing cases, accepting payments, receiving and disbursing bonds, communicating with the jail regarding sentenced inmates and notifying the Secretary of State and Department of State Police Records Division of case dispositions.

The traffic division is responsible for entering tickets into the computer system, taking payments for tickets, scheduling hearings for disputed tickets and notifying the Secretary of State of case dispositions.

The civil division processes all civil, small claims and summary proceeding cases. It schedules civil hearings and trials, processes civil writs, receives and disburses money. This division also handles weddings that are performed by the court.

Probation officers supervise people who are placed on probation by the judges. Probation officers are responsible for monitoring the probationer as well as referring such persons to community rehabilitation and employment programs. In addition to normal caseload supervision, the probation officers perform pre-sentence investigations, bond screening, drug and alcohol testing, substance abuse assessments and participate in violation hearings.

58th District Court Organizational Chart



58th District Court

Video Hearings

Video arraignments represent a significant savings to the County. Defendants are brought before the judges and magistrates without the need to transport them from the jail to the court. This is accomplished by two-way video and audio connections between the jails and the courts. Without this system the Sheriff's Department would be required to transport the defendants to the courts and wait with them for the arraignment to take place. Transporting defendants to the courts also poses the risk of possible escape, injury to the deputy, and danger to the public. The video arraignment system has removed the security risk and saved the County tens of thousands of dollars in transportation and labor costs.

Video Hearings	2006	2007	2008	2009	2010
Grand Haven	679	580	467	443	423
Holland	2,211	2,338	2,107	2,018	1,890
Hudsonville	625	676	715	737	746

* Note – the numbers above are for the four district court judges. The magistrates' use of the video equipment has not been tracked.

Magistrate Activity

The 58th District Court employs one full-time magistrate and two part-time magistrates. One of the part-time magistrates works on an on call basis being available one week out of every six weeks to be available during weekends and after hours. The other part-time magistrate, who is an attorney, performs magistrate duties during regular business hours. The Chief Judge of the district court appoints the magistrates. Magistrates are allowed by statute to conduct informal hearings on traffic tickets, issue search warrants, issue arrest warrants, conduct arraignments, set bonds and accept pleas for misdemeanors that have a maximum penalty of 93 days in jail. Magistrates may also perform weddings. Magistrates that are attorneys may conduct small claims trials.

Magistrate Activity	2007	2008	2009	2010
Arraignments	1371	1542	1281	1390
Informal Hearings	1274	2653	2598	1515
Arrest Warrants	497	712	851	750
Search Warrants	98	145	236	243
Marriages	261	326	290	314
Small Claims Trials	750	1123	1041	962

58th District Court

Case Processing Staff

Each court location in the 58th District Court has court clerks who process cases in the criminal, traffic, and civil divisions of the court. Their tasks involve tracking every case filed in the District Court from beginning to end. This work involves understanding the differences of various case types within each division, data input, processing various forms, ensuring that various timelines of each case are complied with, closing out the case and insuring that each case is stored and retained intact for several years. In addition to the above daily tasks, the case processors spend a great amount of time answering questions posed by the parties to the case and looking up information for those that have an interest in the case.

The 58th District Court is proud of its case processing staff. They have received several compliments about their service and responsiveness from attorneys, law enforcement and the general public.

The Court Administration monitors the workload of our case processing staff to ensure that the workload is fairly distributed among the three court locations. Our case processing staff's workload is also compared to the workload of many other district courts located in the southwest quarter of Michigan. What we find is that our staff are processing more cases per case processor than other courts in our region. This means that Ottawa County employs fewer people as a result of our staff's strong work ethic and efficiency.

Ottawa County District Court disposed of 2,184 cases per case processor in 2010. This is **113%** of the median of West Michigan District Courts.

58th District Court

COLLECTION OF FINES, COSTS AND RESTITUTION

The 58th District Court takes pride in its overall efforts at collecting fines, costs and restitution. The fines and costs are sanctions imposed by the court upon people who violate traffic and criminal laws. The court's integrity and credibility are enhanced when it diligently enforces its financial sanctions through firm collection efforts.

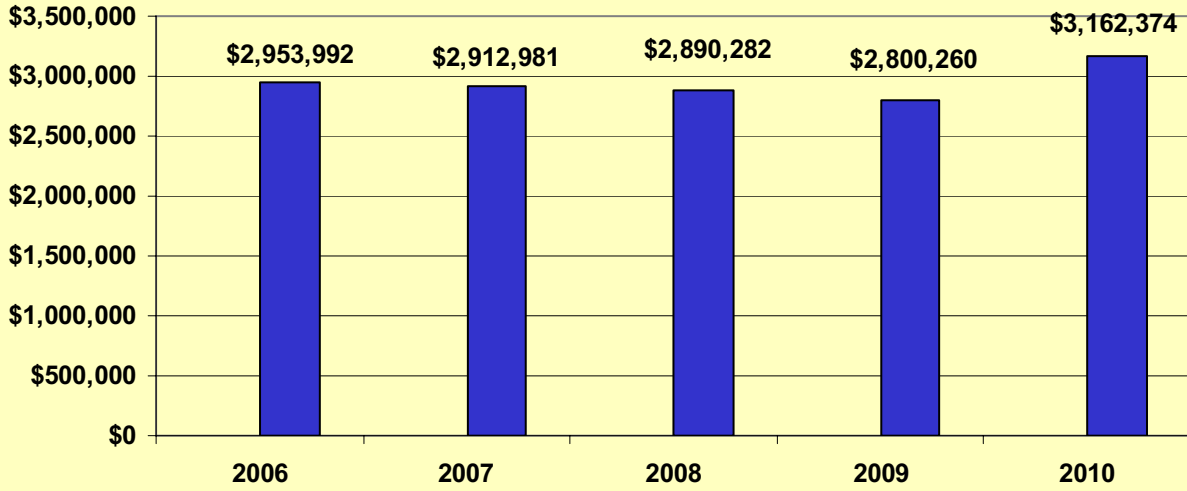
The following table displays the percentage of sanctions collected by the court up to June 30, 2010. The percentages are broken down by the year the sanctions were imposed. For instance, sanctions imposed in 2010 will have a lower collection rate than sanctions imposed in 2007. Better collection rates in earlier years are due to several reasons; people complete their probation terms, or people are given time to pay their sanctions, or people are contacted by the court to show cause why they haven't paid their sanctions, or people who have failed to pay their sanctions are arrested, or they pay the sanctions to have the suspended status removed from their driver's license.

Sanctions Imposed by Year	Sanctions Collected up to June 30, 2010
2004	97.6%
2005	96.2%
2006	95.9%
2007	94.6%
2008	94.4%
2009	95.7%
2010	93.2%

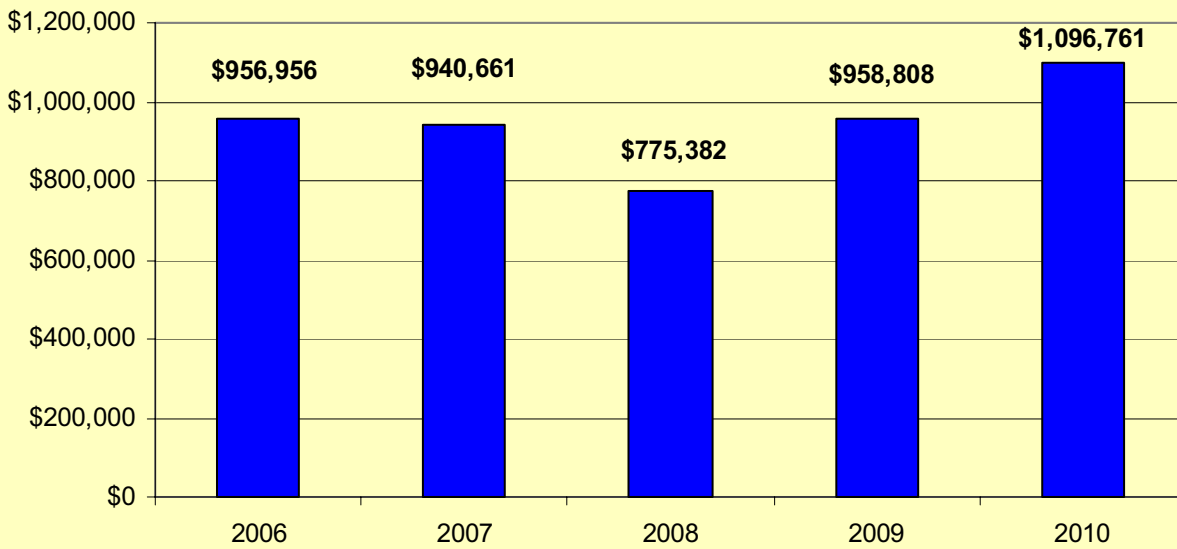
Fines and costs are generally due at the time they are imposed or set by a probation order. The court enjoys a collection rate of over 95% after four years of imposition. Special efforts are being undertaken to increase collections pursuant to Michigan Supreme Court guidelines.

58th District Court Budget

District Court General Fund Revenue



Library Revenue



58th District Court Sobriety Treatment Program

Mission Statement: The mission of the 58th District Court Sobriety Treatment Program is to promote community safety and reduce alcohol and drug abuse through a coordinated program involving intensive supervision, judicial interaction, treatment, incentives, sanctions and accountability.

Program Highlights

- Seven year anniversary in May of 2011
- 63 active participants
- 323 total participants to date
- 196 successfully completed probation (75%)
- Of those successfully discharged, 83% were employed full time. 55% improved in their employment status.
- Average days of sobriety for successful discharges was 438 days.
- 13 unsuccessful / new offense
- 24 unsuccessful / non-compliant
- 26 unsuccessful / absconded
- 2 other (mental illness, deceased)
- 3,440 hours of community service were performed by participants in 2010.

Sobriety Treatment Court Highlights

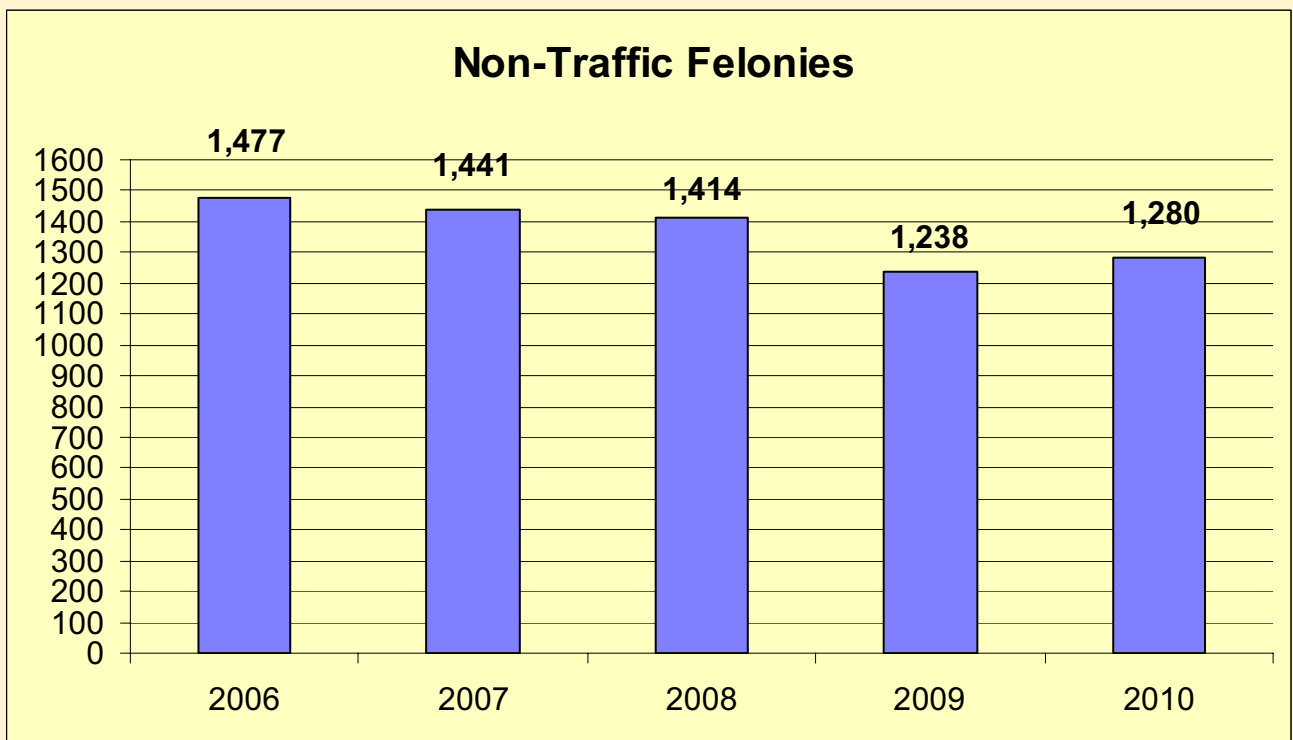
The National Center for DWI Courts (NCDC) in conjunction with the National Highway Traffic Safety Administration (NHTSA) selected the 58th District Court Sobriety Treatment Program as one of four DWI academy courts in the nation. For the next three years the court will serve as a model training site and as a research platform for the development, identification, and testing of improved DWI court practices. The 58th District Court will be nationally recognized as a program demonstrating exemplary DWI Court practices.

The 58th District Court was honored by the National Center of DWI Courts during a press conference on Monday, February 14, 2011. The 58th District Court will host five courts for training on June 8th, 2011.

58th District Court

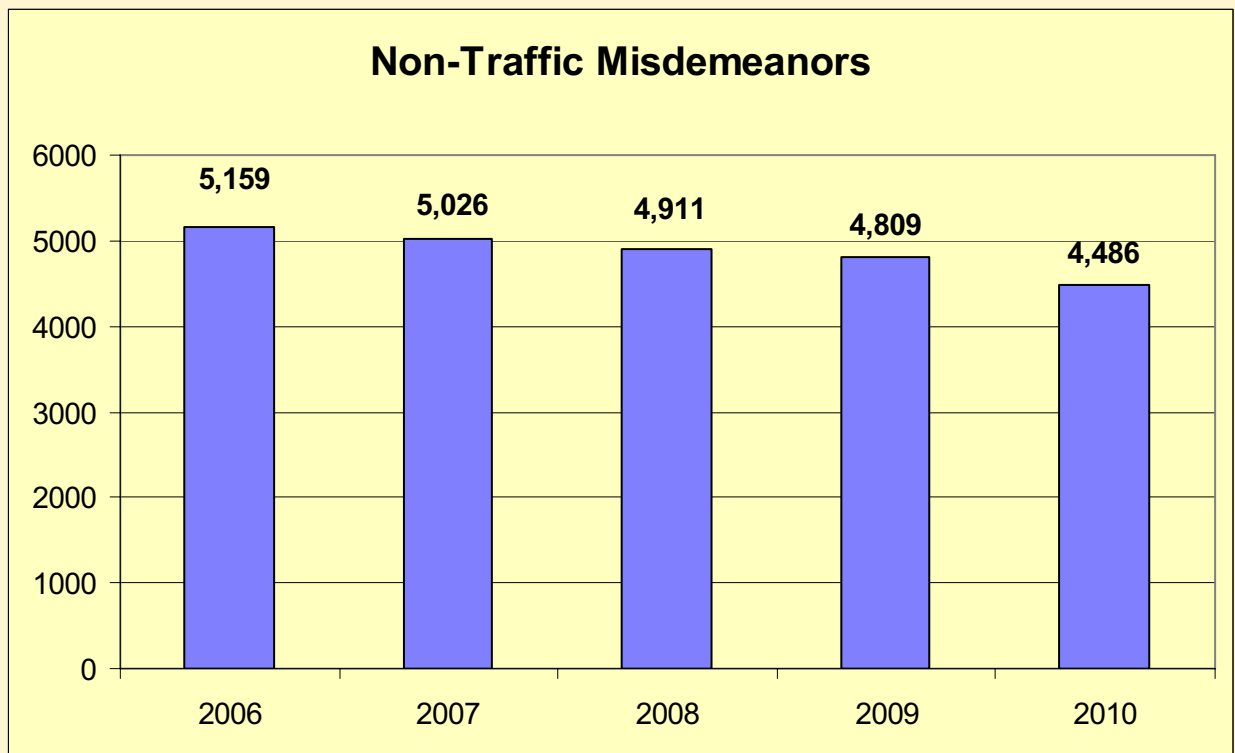
FELONIES – If a defendant is charged with a felony then he must appear in District Court. The defendant is arraigned in District Court and a bond is set by a District Court Judge. In more serious cases, before a bond is set, the District Court Probation Department investigates the defendant's background. From this investigation a recommendation is made to the judge as to the amount of bond that should be posted before the defendant is released. The Probation Department's recommendation is based upon the risk that the defendant poses to the community and the likelihood that the defendant will appear for trial. After the defendant is arraigned and a bond is set, a preliminary exam is scheduled for the defendant. The preliminary exam is conducted in the District Court and must be scheduled within 14 days after the arraignment. At the preliminary exam the prosecutor must establish that there was sufficient probable cause to believe that a crime was committed and that the defendant committed the crime charged. If probable cause is established then the defendant is bound over for further proceedings in the Circuit Court.

All the caseload numbers in the following graphs represent new cases filed in 2010.



58th District Court

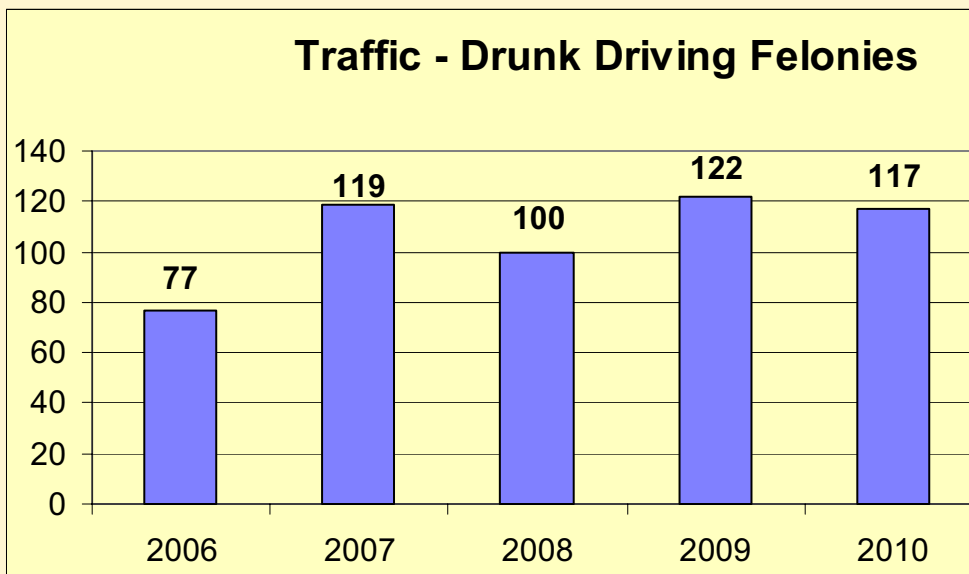
MISDEMEANORS – The District Court has jurisdiction over all crimes that are punishable by not more than one year in jail. Indigent defendants are appointed an attorney if it is possible that the defendant will be sentenced to jail if found guilty. Most cases are resolved before a trial is conducted. This resolution usually occurs during the pre-trial process. In many cases before the judge sentences the defendant, the District Court Probation Department conducts an investigation into the defendant’s background and into the circumstances of the crime. The Probation Department then makes a recommendation to the judge about the type of punitive and rehabilitative measures that may be the most appropriate for the defendant.



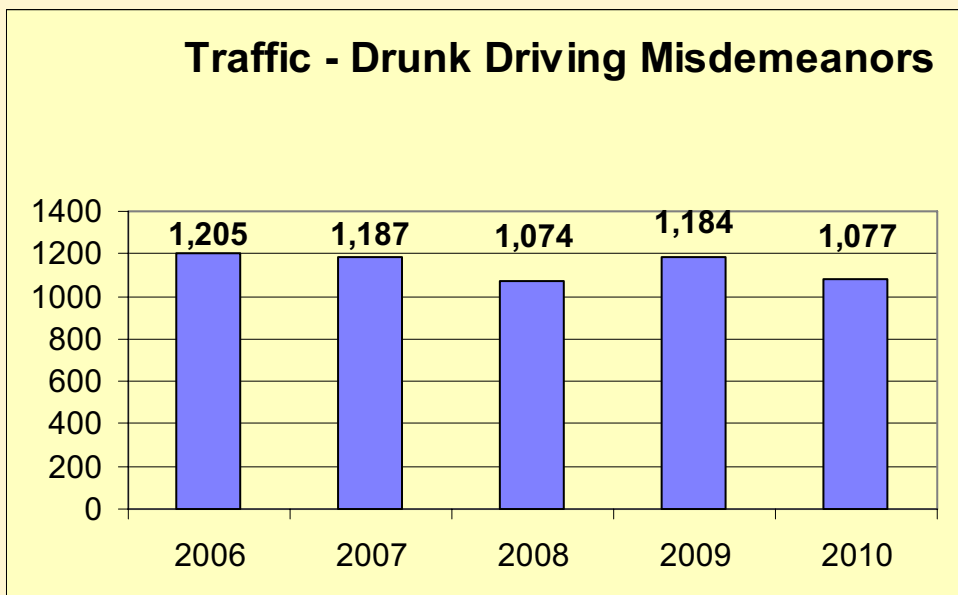
58th District Court

DRUNK DRIVING – Drunk driving is a generic term for Operating a Motor Vehicle While Intoxicated (OWI) and for Operating a Motor Vehicle While Visibly Impaired (OWVI). A person is charged with OWI if he is operating a motor vehicle while under the influence of alcohol and his blood alcohol level is .08 grams of alcohol per 100 milliliters of blood or higher. Or the driver is operating a motor vehicle with illegal controlled substances in his system. If the driver of a motor vehicle shows evidence of being visibly impaired by alcohol or drugs then the driver can be charged with Operating a Motor Vehicle While Impaired. A repeat offender who has two or more prior convictions of OWI or OWVI will be charged with felony drunk driving. Prior to 2007 the two convictions required for felony drunk driving had to occur within a ten year period. The legislature removed the ten year limitation therefore in 2007 more people were charged with felony drunk driving.

Traffic - Drunk Driving Felonies

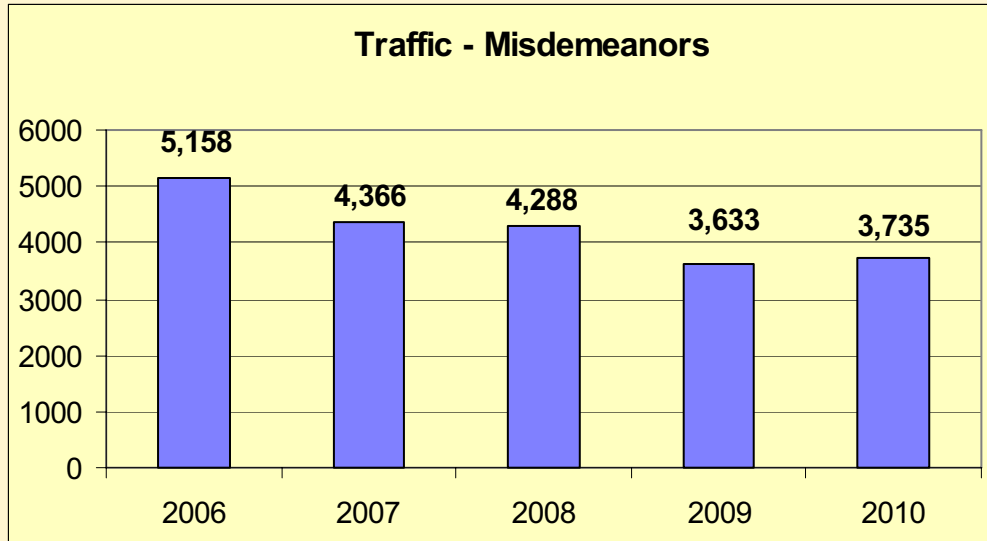


Traffic - Drunk Driving Misdemeanors

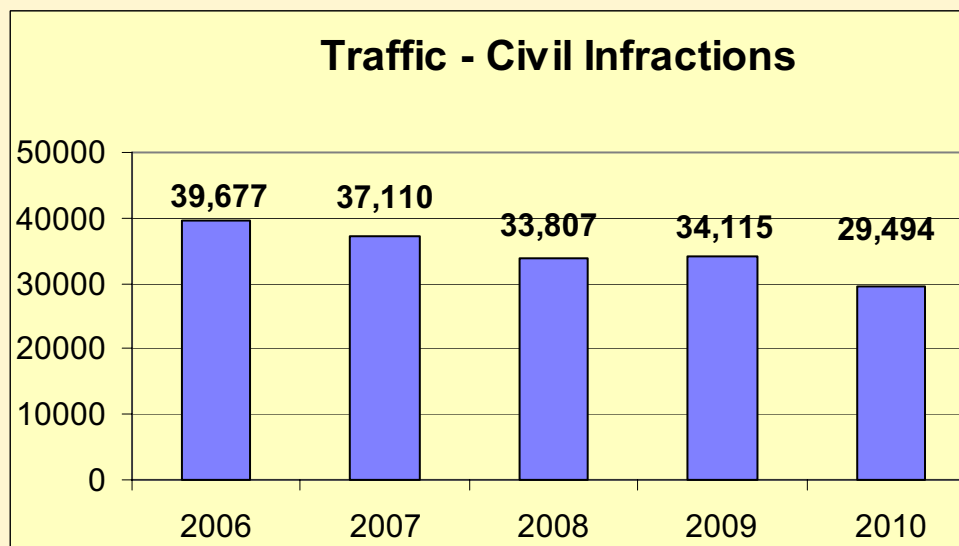


58th District Court

TRAFFIC MISDEMEANORS – Traffic Misdemeanors include such offenses as reckless driving, open intoxicants in a motor vehicle, driving while your license is suspended, no insurance, expired plates and failing to stop after you are involved in a motor vehicle accident.

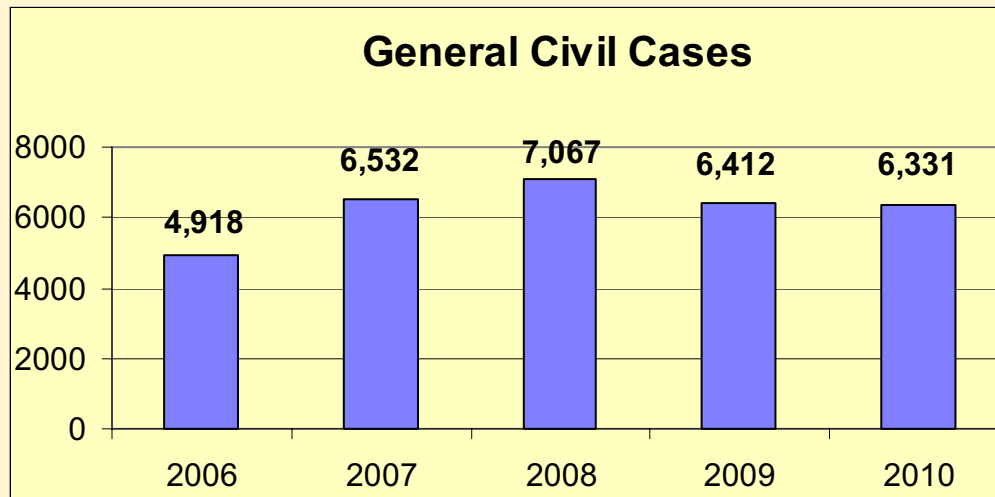


CIVIL INFRACTIONS – Most violations of the Michigan Vehicle Code are civil infractions which carry no jail penalty. Probably the most common civil infraction is the speeding ticket. A person charged with a civil infraction can admit responsibility for the infraction, pay their fine online or mail their fine to the District Court. A person may request an informal or a formal hearing if they deny responsibility for the infraction. At an informal hearing the evidence is presented to a magistrate without a prosecuting attorney present. At a formal hearing the evidence is presented by a prosecuting attorney to a district court judge. The defendant may be represented by an attorney to present the defendant's case. A defendant may appeal their case to a formal hearing if they are found responsible at an informal hearing

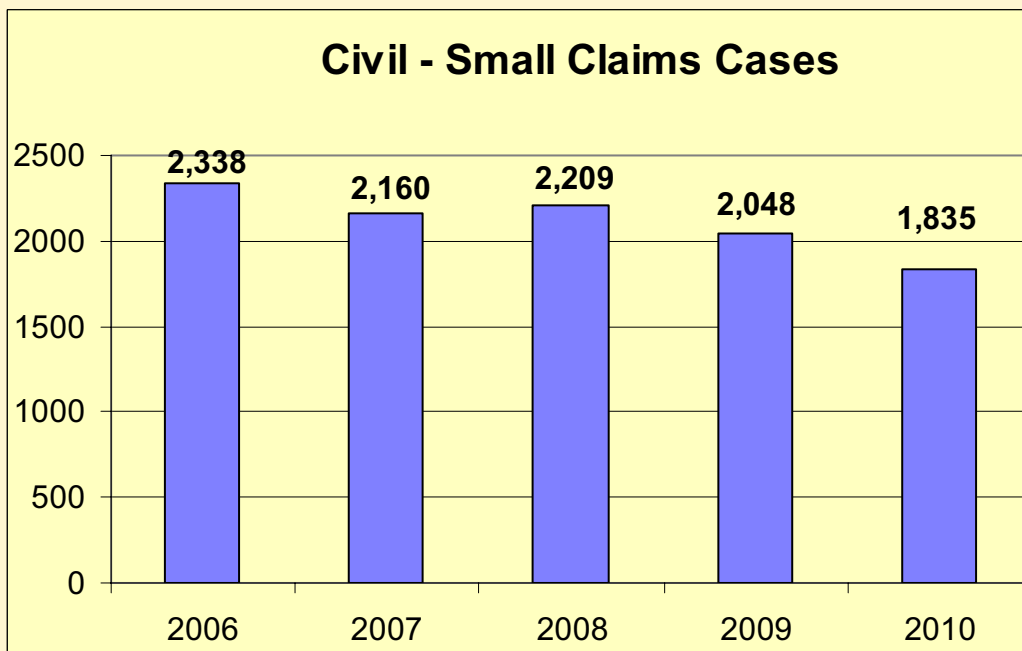


58th District Court

GENERAL CIVIL – General civil cases arise out of disputes between individuals, businesses, organizations or any combination thereof. The amount in controversy must be \$25,000 or less for the District Court to have jurisdiction.

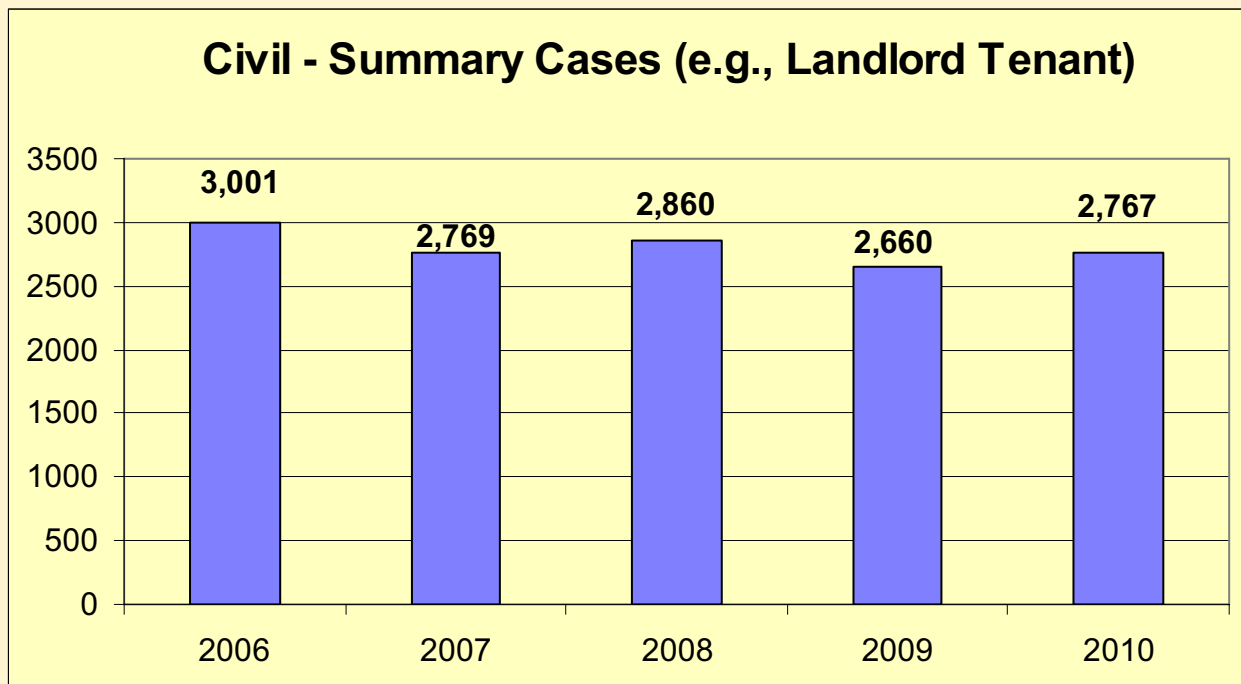


SMALL CLAIMS – The plaintiff in a case that has an amount in controversy of not more than \$3,000 can elect to file in small claims. Lawyers cannot represent either party in a small claims case and the rules of evidence used during a small claims trial are much less formal than in a general civil case trial.



58th District Court

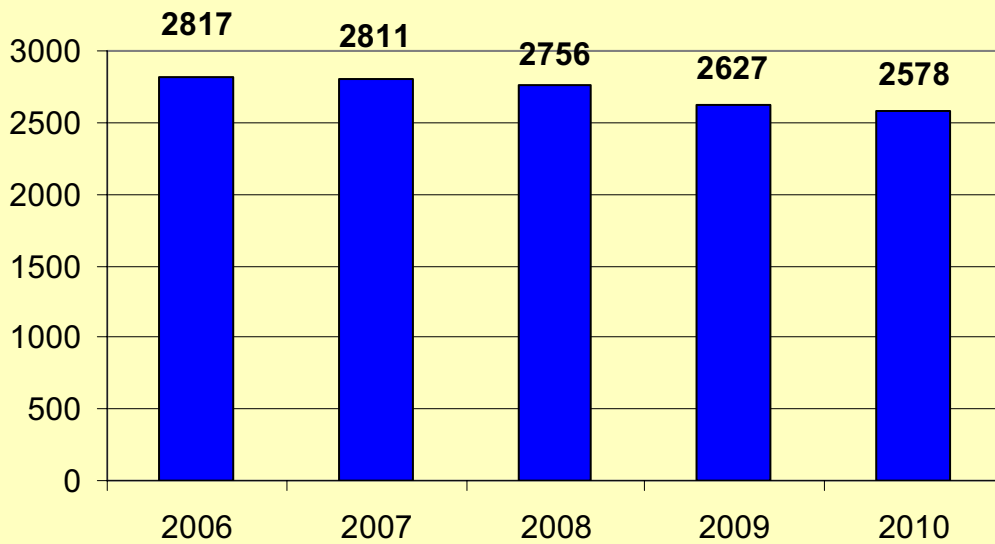
SUMMARY PROCEEDINGS – Summary proceedings were created to provide real property owners a quick method to recover their property from a tenant or land contract vendee that is not complying with the terms of the lease or contract. These cases are usually originated by apartment owners, land contract holders, mobile home park operators and even boat slip owners that lease their slips to boaters. The number of cases filed in the District Court will continue to rise as the population of Ottawa County increases. This increase in caseload will become particularly evident in areas where apartment complexes and multi-family housing are constructed.



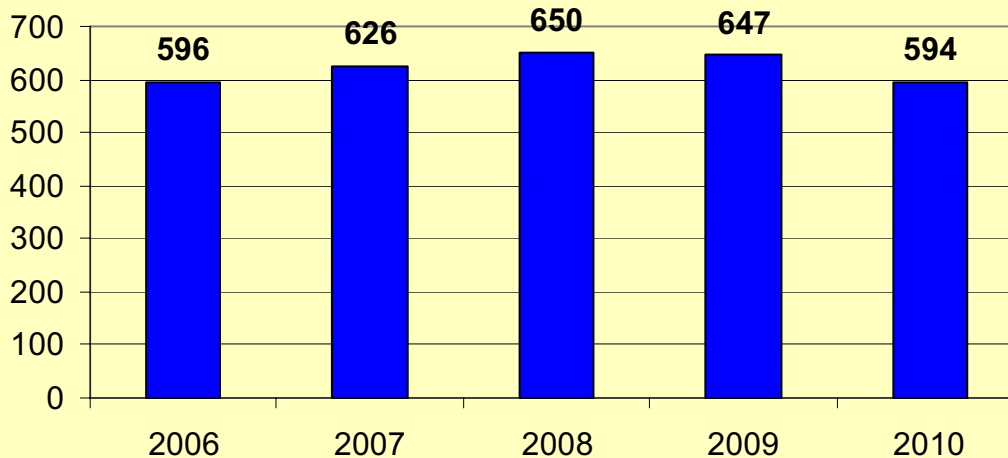
58th District Court Probation Department

The mission of the 58th District Court Probation and Community Corrections Department is to provide rehabilitative services or refer offenders to programs which divert offenders from traditional jail sentences and promote accountability, reduce criminal/delinquent behaviors and support an environment for change, while balancing the needs and insuring the safety of the people of Ottawa County.

Probation Department Total Sentenced to Probation

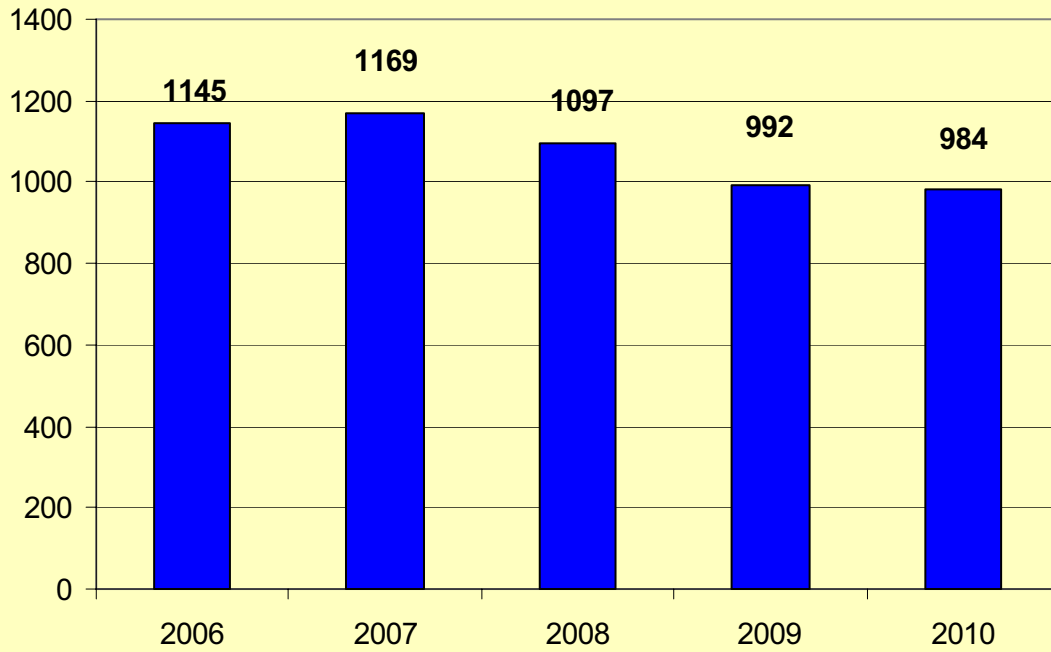


Probation Department Presentence Investigations

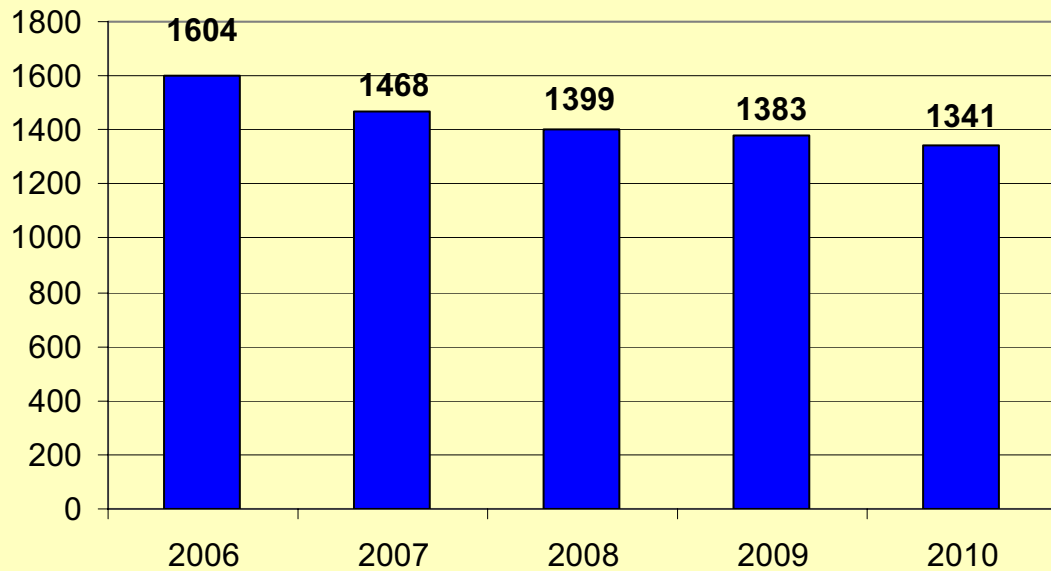


58th District Court Probation Department

Probation Department Substance Abuse Assessments

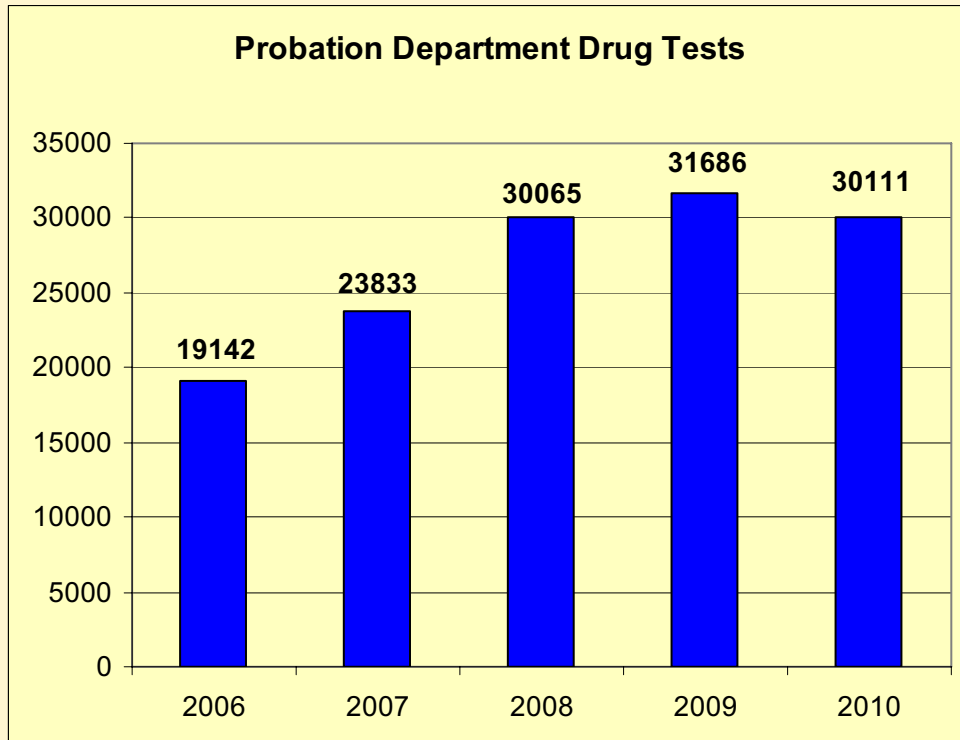


Probation Department Bond Screens

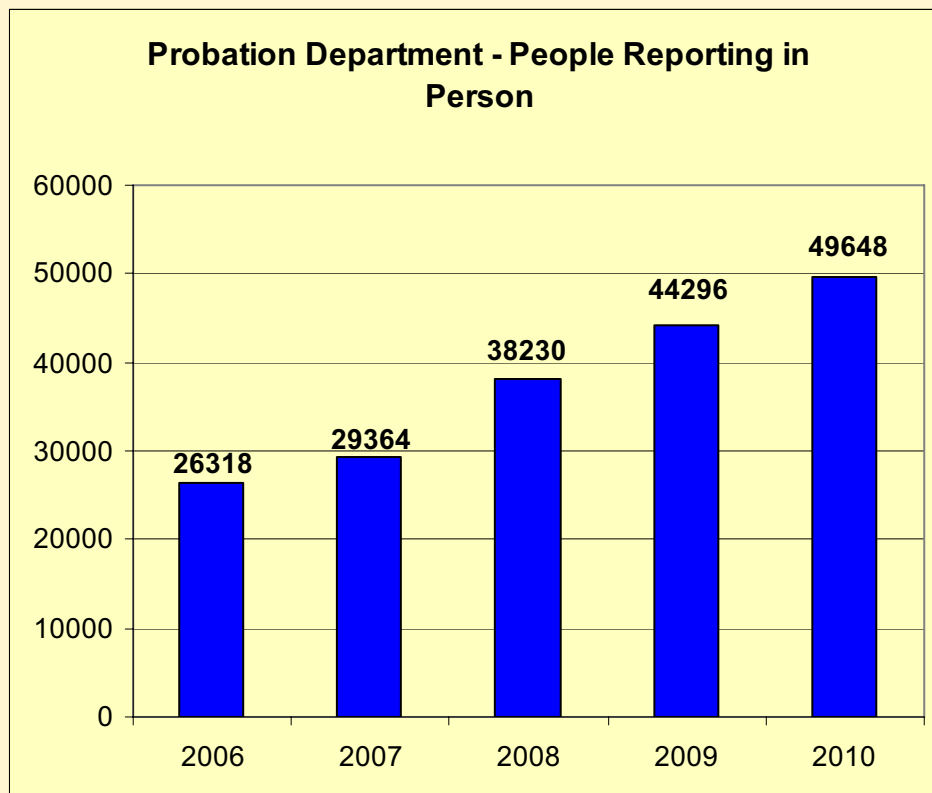


58th District Court Probation Department

Probation Department Drug Tests

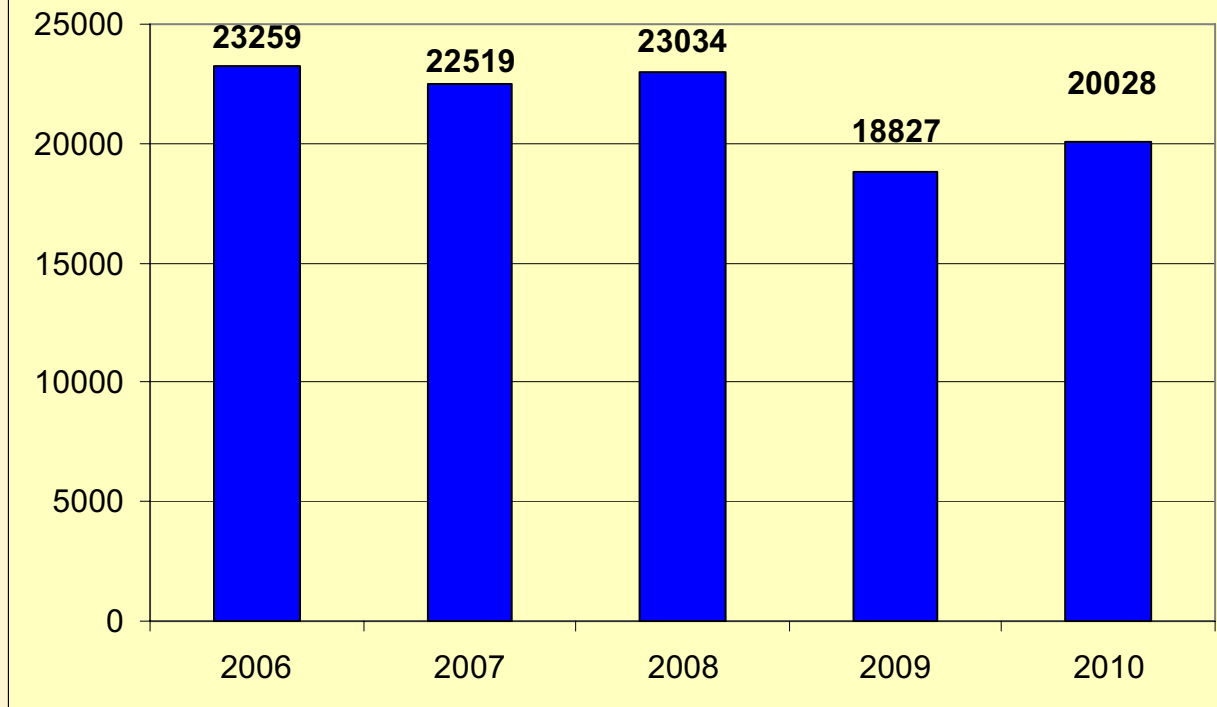


Probation Department - People Reporting in Person



58th District Court Probation Department

Probation Department Home Checks



58th District Court Community Corrections

Community corrections is an alternative to placing offenders convicted of crimes in prison or jail. Offenders placed in the community corrections program are monitored in the community by probation officers. Offenders in the community corrections program undergo random drug and alcohol testing, random home visits and attend treatment programs .

Community Corrections had the following goals, objectives and results in 2010:

Goal #1

Maintain / Reduce the Overall Prison Commitment Rate

Objectives

2010 Results

- | | |
|--|-------|
| 1. Maintain/Reduce the overall prison commitment rate to less than or equal to 12% | 9.1% |
| 2. Maintain/Reduce the OWI 3rd prison commitment rate less than or equal to 10% | 5.3% |
| 3. Reduce/maintain the straddle cell commitment rate to less than or equal to 22% | 17.2% |

Goal #2

Optimize program utilization rates

Objectives

1. Maintain program utilization rate to 90%+ and completion rates to 70%+

2010 Results

Program	Projected # of Enrollees	Actual # of Enrollees	% of Utilization	Completion Rate
ISP	240	197	82%	75%
Community Service	1000	915	92%	80%
Cognitive Therapy	300	263	88%	71%

58th District Court Community Corrections

Jail Utilization

Present Jail Rated Design Capacity = 462 beds

	2007	2008	2009	2010
Average Daily Population	395	367	351	336
% Rated Design Capacity	85.4%	79.4%	76%	73%

Jail Diversion Program Measures Community Service, JAWS, ISP Programs

	2006	2007	2008	2009	2010
# Total Enrollees	1333	1127	1292	1210	1112
# Jail Days Saved	41,009	38,458	43,704	30,532	29,500

State Reimbursement to Ottawa County For Jail Straddle Cell Sentencing Guideline Inmates

CY 2007	CY 2008	CY2009	CY 2010
\$217,413	\$162,081	\$120,495	\$112,680

58th District Court - Court Services Department

Fiscal Year 2010

- 950 total Offenders Enrolled in the JAWS and community service work programs
- 98 JAWS crews supervised
- 9 offenders were put on each JAWS roster— an average of 6 offenders reported
- 24 total JAWS worksites worked
- 49 out of 52 Saturdays worked
- 8,232 hours were provided by the JAWS crews
- \$60,917 in community service work was provided *
- 85 community service worksites were used
- 52,360 hours worked
 - Equivalent to 25 full-time employees
 - \$387,464 in community service work was provided*

* Minimum wage \$7.40

58th District Court - Court Services Department

Southern/Western areas

Holland Civic Center
Ottawa County Fairgrounds
Holland State Park
Holland Tulip Time Festival
The Outdoors Discovery Center
The Critter Barn
Ridgepoint Community Church
Harvestime Outreach Ministries
Lakeshore Habitat Restore
The Bridge (The Mission for Women)
Holland Postal Food Drive
Center for Women in Transition
Holland Museum

Holland Mission
First Assembly of God
OAR, Inc.
70X70 Life Recovery
Central Wesleyan Church
Holland Alano Club
St Francis de Sales
Holland Community Center
Holland Community Kitchen
Daystar Ministries
Tulipanes Festival
Holland Civic Center

Northern/Western areas

Grand Haven State Park
Spring Lake Cemetery
Grand Haven Chamber of Commerce
(Coast Guard Festival)
Lake Hills Elementary School
Adopt-A-Highway (3 miles on US-31)
International Aid
Covenant Life Church
Spring Lake Library

Habitat for Humanity
Rescue Mission Thrift Store
St. Mary's Church
Harbor Humane Society
Ottawa County Facilities/Maintenance
Spring Lake Heritage Festival
YMCA
Hoffmaster State Park
Grand Haven Area Community Foundation

Eastern areas

Coopersville DPW
Coopersville VFW
Marne Cemetery
Adopt-A-Highway (4 miles on M-45)
Jamestown Township
Hudsonville High School
Allendale Fire Department
Allendale Goodwill
Indian Trails

Berlin Fair
Chester Township
Coopersville Library
Love, Inc.
WTLJ Allendale
City of Hudsonville
Fairhaven Ministries
Jenison Goodwill

Action Request



Committee: Board of Commissioners

Meeting Date: 6/14/2011

Requesting Department: 20th Circuit Court Probation/Parole

Submitted By: Keith Van Beek

Agenda Item: Ottawa County 20th Circuit Court Probation and Parole 2010 Annual Report

SUGGESTED MOTION:

To receive for information the Ottawa County 20th Circuit Court Probation and Parole 2010 Annual Report.

SUMMARY OF REQUEST:

In accordance with 2011 Rules of the Ottawa County Board of Commissioners:

Section 4.6 - Annual Reports From Departments of County Government - It is the policy of the Board of Commissioners to receive annual, written and oral Reports from all Departments of County government. Written reports shall be in a form approved by the County Administrator and shall, in the ordinary course, be submitted directly to the Board of Commissioners through the County Administrator's Office.

FINANCIAL INFORMATION:

Total Cost: \$0.00 | County Cost: \$0.00 | Included in Budget: Yes | No

If not included in budget, recommended funding source:

ACTION IS RELATED TO AN ACTIVITY WHICH IS:

Mandated | Non-Mandated | New Activity

ACTION IS RELATED TO STRATEGIC PLAN:

Goal: 2: To Maintain and Enhance Communication with Citizens, Employees, and Other Stakeholders.

Objective: 4: Continue to improve communication with Commissioners.

ADMINISTRATION RECOMMENDATION: Recommended | Not Recommended

County Administrator: **Alan G. Vanderberg**

Digitally signed by Alan G. Vanderberg
DN: cn=Alan G. Vanderberg, o=US, ou=County of Ottawa, ou=Administrator's Office, email=avanderberg@mottawa.org
Reason: I am approving this document
Date: 2011.06.06 16:14:08 -0400

Committee/Governing/Advisory Board Approval Date:



COUNTY OF OTTAWA CIRCUIT COURT PROBATION AND PAROLE

2010 YEAR END REPORT

Administrative Offices: Grand Haven, Holland, Hudsonville

I. GENERAL INFORMATION

The Circuit Court Probation and Parole Department oversees those offenders convicted of felony and high court misdemeanor offenses. Probation may be imposed for all misdemeanors and felonies except murder, treason, armed robbery, criminal sexual conduct in the first or third degree and those felonies in which a firearm was used. The maximum term of probation that may be imposed is five years for felony convictions and two years for misdemeanor convictions. Probation terms may include up to one year in jail in conjunction with the probation term as well as payment of restitution, fines, court ordered costs, and supervision fees. Those released on parole from prison also have similar conditions imposed. Increased accountability is also achieved through the use of the electronic monitoring system (tether).

Once placed on probation or parole, the agents monitor the offenders' behavior and enforce the terms of the order. The special conditions imposed typically include full time employment, education, treatment, community service and the prohibited use of alcohol and drugs. More specific conditions are created and imposed based upon the offender's individual specific needs. Probation staff are also involved in the supervision of offenders in the Drug court which combines increased supervision along with a higher level of case management between drug court personnel, probation and treatment agencies.

The probation department also completes presentence investigation (PSI) reports for the courts. Provided in the PSI report is a recommendation for sentencing which is formulated on a background investigation of an offender and completed of sentencing guidelines taking into account the particular crime committed.

II. SENTENCING OPTIONS

Sentencing options include:

- Probation
- Jail
- Prison
- Fines, costs and restitution

In addition to the standard terms of supervision, options for supervision also may include the use of the electronic monitoring, placement in treatment facilities and the Special alternative Incarceration (boot camp). These are often used as diversion programs from jail and prison for low risk offenders and technical violators.

The mission of the Department of Corrections is to protect the public. The agents enforce the rules and special conditions ordered by the judge or parole board. Failure to comply with the order of probation may result in probation violation charges being initiated. Probation agents utilize a risk-driven violation guidelines designed to make full use of community sanctions. Probation Violation Response Guidelines provide a range of possible response to violations. Agents are to determine the best possible response which is the least restrictive response with public safety. The response include a continuum of alternative that protect the public, hold the offender's accountable for their behavior and reduce the offenders' likelihood of engaging in criminal activity.

In addition, our office continues to work closely with the community Corrections Office to develop and use other sentencing options available to the courts. This office oversees the community service department, intensive supervision officer and is the gatekeeper for the probation residential beds. Through our collaboration, we strive to minimize the impact on the jail and prison populations.

The electronic monitoring system (tether) is used as a resource to enhance supervision. The tether allows active monitoring of an offender 24 hours a day, seven days a week. It is a curfew enforcer that determines when an offender is to be at home at designated times allowing the offender to maintain employment and attend other approved functions such as treatment, community service, etc. Most offenders are placed on the system in lieu of jail, providing a much more cost effective manner of supervising offenders. Currently, the offender pays \$11.00 to \$13.00 per day when placed on the tether.

The "Sobriator" and SCRAM units are additional tools targeted to monitor alcohol use. These systems allow an offender to be tested for alcohol use at a random rate determined by the probation agent. This equipment has been used frequently for OUIL 3rd cases as well as fort hose probation violators who test positive for the use of alcohol.

The Global Positioning System (GPS) units are being used to monitor paroled sex offenders. The GPS collects data points as the parolee moves throughout the community and reposts the movement, including violations in "real time." The system is monitored 24 hours from a center located in Lansing and the agent is alerted to any violations. The agents also routinely review the points of the parolee to monitor their activity in the community. Currently Ottawa County has 50 paroled sex offenders being monitored by the GPS system.

III. PRESENTENCE INVESTIGATION REPORTS

Presentence reports (PSI) are prepared by the field agents and used by the judges when sentencing an offender. The PSI includes an evaluation of the offender, circumstances of the offense, and background information of the offender. The agent also completes an assessment of probable risk to the public and utilizes sentencing guidelines to formulate an appropriate recommendation for sentencing. During the investigation process, the agent also makes contact with the victims of the offenses and includes their statements in the PSI report. The agent also determines the amount of restitution that is to be ordered and forwards this as part of the recommendation to the court.

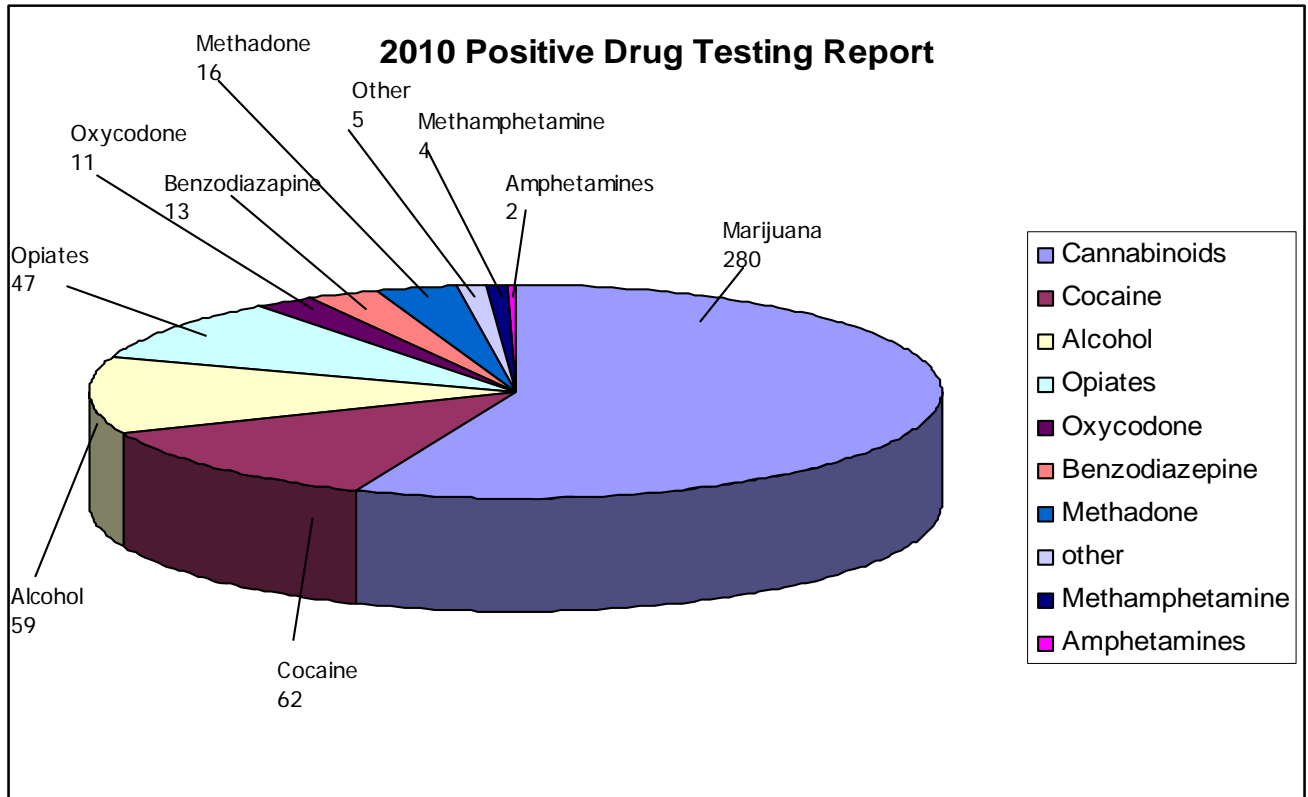
The Ottawa County Circuit Court Probation completed 850 PSI reports in 2010.

IV. FEE COLLECTIONS

Restitution, court costs, fines and other related fees are typically ordered as a term of probation. The agents oversee the collections of these fees and work closely with court personnel to ensure these fees are paid as directed. There continues to be an emphasis on the collection of restitution to help victims recover their losses. Based on discharge reports collected by this office 72% of all fees were collected at the time of discharge in 2010.

V. DRUG TESTING

The probation department completed 12,930 drug tests in 2010. Of these tests, 499 tested positive with the following breakdown:



VI. COMMUNITY SERVICE



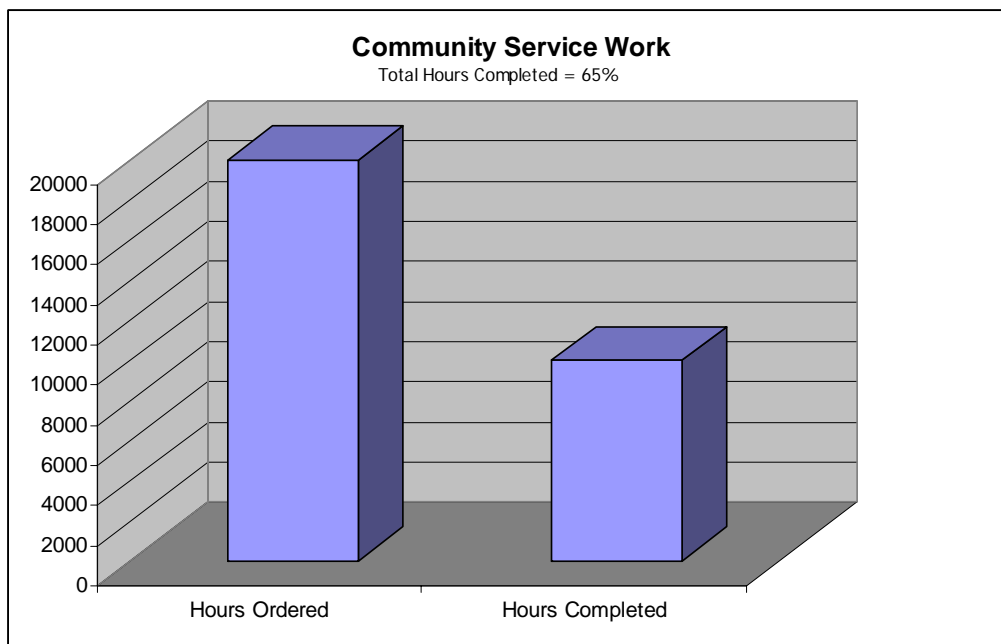
Parolee Daniel Rummelt



Parolee Benjamin Abraham

Probationers completed 6,820 hours of community service in 2010. The community service office is under the direction of the Community Corrections Department. The community service is performed at a wide variety of sites located throughout the county. In addition, offenders are also referred to the Holland Area Beautiful Program. Approximately, five offenders per week work six hours on Saturdays working on clean up of road side and other designated areas. Referrals are often made to these programs as sanctions for technical violations.

[\(Please note that this information will change when I get the correct information for cs hours.\)](#)



VII. SECOND CHANCE GRANT



Parolee Salina Fisher with her 7 year old son and mentor

VIII. MICHIGAN PRISONER RE-ENTRY INITIATIVE

IX. SUMMARY

The Adult Probation Department has representatives in three locations in Grand Haven, Holland and Hudsonville. The 22 employees are employees of the Michigan Department of Corrections. Ottawa County provides office space, supplies, and other operating necessities.

Our workload average has remained relatively stable over the past year. We continue to supervise just over 1,000 offenders on a monthly basis.

The staff continue to work closely with the courts, law enforcement, and the Community Corrections department to achieve the most safe, effective and efficient method of handling felony offenders in Ottawa County.

We continue to appreciate the high level of cooperation that exists between all the departments.

Submitted by: _____
Heath S. White, Probation/Parole Manager

The back up is not available currently it will be provided at the meeting.
Thank you for your patience.

Action Request



Committee: Board of Commissioners

Meeting Date: 6/14/2011

Requesting Department: Administrator's Office

Submitted By: Keith Van Beek

Agenda Item: Senior Resources Annual Implementation Plan FY 2012

SUGGESTED MOTION:

To approve and authorize the Board Chair and Clerk to sign the resolution approving the Senior Resources Annual Implementation Plan FY 2012.

SUMMARY OF REQUEST:

It is a requirement of the Michigan Office of Services to the Aging that area agencies on aging send a copy of their Area Plan and seek a resolution from County Boards by July 30 of each year. The Ottawa County Human Services Coordinating Council reviewed and recommends approval of this plan.

The request from Senior Resources also includes a \$20,000 local match for 2012 to leverage \$2,010,089 in federal and state funds. Action on this resolution does not commit the County to that amount, but rather reserves that appropriation decision for the budget cycle later in 2011.

FINANCIAL INFORMATION:

Total Cost: \$20,000.00 | General Fund Cost: \$20,000.00 | Included in Budget: Yes | No

If not included in budget, recommended funding source:

ACTION IS RELATED TO AN ACTIVITY WHICH IS:

Mandated | Non-Mandated | New Activity

ACTION IS RELATED TO STRATEGIC PLAN:

Goal: 3: To Contribute to a Healthy Physical, Economic, & Community Environment.

Objective: 4: Continue initiatives to positively impact the community.

ADMINISTRATION RECOMMENDATION: Recommended | Not Recommended | Without Recommendation

County Administrator: **Alan G. Vanderberg**

Digitally signed by Alan G. Vanderberg
DN: cn=Alan G. Vanderberg, o=US, ou=County of Ottawa, ou=Administrator's Office, email=avanderberg@miottawa.org
Reason: I am approving this document
Date: 2011.06.02 11:01:45 -0400

Committee/Governing/Advisory Board Approval Date: Health and Human Services Committee 6/8/2011

COUNTY OF OTTAWA

STATE OF MICHIGAN

RESOLUTION

At a regular meeting of the Board of Commissioners of the County of Ottawa, Michigan, held at the Fillmore Street Complex in the Township of Olive, Michigan on the ___ day of _____, 2011 at _____ o'clock p.m. local time.

PRESENT: Commissioners: _____

ABSENT: Commissioners: _____

It was moved by Commissioner _____ and supported by Commissioner _____ that the following Resolution be adopted:

WHEREAS, Senior Resources, the Area Agency for Aging serving the residents of Ottawa County, has filed its Annual Implementation Plan for FY 2012 ("the Plan") with the Ottawa County Board of Commissioners; and,

WHEREAS, the Ottawa County Board of Commissioners, upon review of the Plan, has determined that it is consistent with the goals and objectives of the County of Ottawa with regard to services for senior citizens, and has further determined that implementation of the Plan will protect and benefit the health, safety, and welfare of the senior citizens of Ottawa County, with County funding therefore, if any, subject to the availability of such resources in the County

budget as may be determined in the sole discretion of the Ottawa County Board of Commissioners;

NOW THEREFORE BE IT RESOLVED, that the Ottawa County Board of Commissioners receives and approves the Senior Resources Annual Implementation Plan for FY 2012, with County funding, if any, subject to the availability of such resources in the County budget, as may be determined in the sole discretion of the Ottawa County Board of Commissioners; and,

BE IT FURTHER RESOLVED, that all resolutions and parts of resolutions insofar as they conflict with this Resolution are hereby repealed.

YEAS: Commissioners: _____

NAYS: Commissioners: _____

ABSTENTIONS: Commissioners: _____

RESOLUTION ADOPTED.

Chairperson, Ottawa County
Board of Commissioners

Ottawa County Clerk

Friday, May 20, 2011

Mr. Philip D. Kuyers, Chairperson
County of Ottawa, Board of Commissioners
12220 Fillmore
West Olive, MI 49460

RECEIVED

MAY 23 2011

OTTAWA COUNTY
ADMINISTRATORS OFFICE

Mr. Kuyers,

Please find enclosed a copy of Senior Resources Annual Implementation Plan for FY'2012 for your review and approval. You may recall that in the past we have always provided the County with a copy of this plan. It is now a requirement by our state office that Area Agencies on Aging send a copy of their Area Plan and seek a resolution/adoption from the County Board by July 31, 2011. If the Commissioners do not approve the plan please identify the reason(s) that it was not approved. If we do not receive a resolution or minutes from you prior to July 31st then we will assume you approve the plan.

The budget information included in the plan represents an 8.3% cut in state funding upon recommendation of the Governor; however the house is proposing cuts of 15 – 18%. We recognize that new budget figures maybe available after May 31. If Senior Resources received new budget figures before June 17, 2011 we will send them to you promptly for your review.

The Senior Resources Program and Planning Advisory Board and the Board of Directors, both of which have representatives from all three of our counties, approved the Annual Implementation Plan for FY'2012 at their May meetings. A copy of the plan has also been submitted to the Office of Services to the Aging for their review, comment, and approval at their September Board meeting.

We appreciate your time and effort in reviewing our plan. Please feel free to give me a call at 1-800-442-0054 if you have any questions.

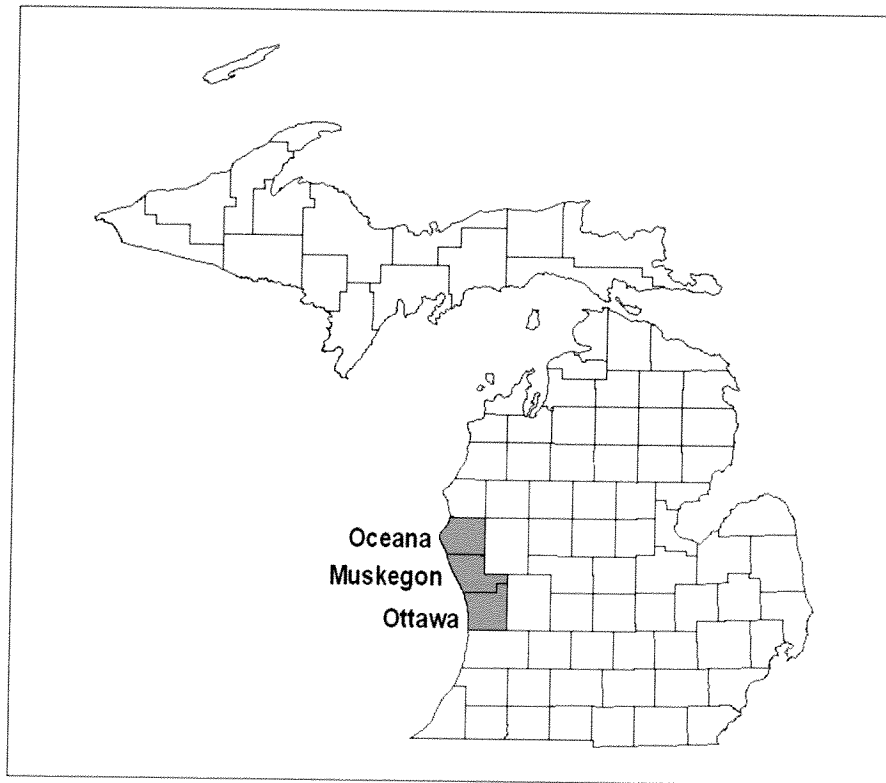
Sincerely,



Amy Florea
Community Services Director

cc: Al Vanderberg, Administrator
Keith Van Beek, Assistant County Administrator
Enclosures

FY'2012 Annual Implementation Plan



Senior Resources of West Michigan

560 Seminole Rd.

Muskegon, MI 49444

(231) 739-5858 or 800-442-0054

Pam Curtis, Executive Director

Amy Florea, Community Services Director



MICHIGAN OFFICE OF SERVICES TO THE AGING

ANNUAL & MULTI YEAR IMPLEMENTATION PLANS (AMPs)

Senior Resources

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County/Local Unit of Govt. Review

AAA Response:

Senior Resources will send a draft copy of the 2012 Annual Implementation plan via certified mail to each chairperson of the county commissioner's board and the administrator of the board for each county in our region no later than May 23, 2011. In a cover letter sent to the chairperson of each board of commissioners, Senior Resources will offer to attend the County Board meeting for each county in our region to respond to any questions related to the plan. The letter will indicate that if we do not hear from their local units of government prior to July 29, 2011 with a resolution or approval Senior Resources will assume the passive approval of the plan.



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Plan Overview

AAA Response:

Since its inception in 1965, the Older American's Act (OAA) has been the foundation of our national system of home and community based services for older Americans. The OAA provides funding to states for a range of community planning and service programs to older adults at risk of losing their independence. It has several objectives to assist persons sixty and older to secure equal opportunity for adequate retirements, improved physical and mental health, employment, nutrition and community services. Since its enactment, the OAA has been amended 15 times, most recently in 2006, to expand the scope of services, increase local control and responsibility, and add more protections for the elderly. To develop and implement the wide array of OAA services, a system of federal state and local agencies, known as the Aging Services Network, was established. The core of the Aging Services Network is the U.S. Administration on Aging (AoA), 56 State and Territorial Units on Aging, 632 Area Agencies on Aging, 240 Title VI Native American aging programs, and over 30,000 service provider organizations. This critical aging infrastructure is the backbone of our nation's home and community-based long-term care system offering support to older persons and persons with disabilities.

In 1981, the Older Michiganians Act (Public Act 180) was adopted. The act details the structure, roles and responsibilities of Michigan's aging network, including the Office of Services to the Aging, the Commission on Services to the Aging and area agencies on aging.

The wide range of OAA services administered by the Aging Services Network enables it to direct consumers to service choices that best meet individual needs. In particular, Senior Resources plays a pivotal role in assessing community needs and developing programs that respond to those needs. We serve as a portal to care, assessing multiple service needs, determining eligibility, authorizing or purchasing services and monitoring the appropriateness and cost-effectiveness of services.

The mission of Senior Resources is to provide a comprehensive and coordinated system of services designed to promote the independence and dignity of older persons and their families in Muskegon, Oceana, and Ottawa counties – a mission compelling us to focus on older persons in greatest need and to advocate for all. Senior Resources serves as a focal point and acts as an advocate for the elderly by advancing causes or issues that are vital to their welfare. It is the agency's specific goal to effectively implement the Older Americans Act by developing and administering a regional area plan for coordinating and contracting with viable agencies for services for persons 60 years and older. It is also a goal of the agency to inform and educate seniors, families and the public on available services and issues affecting older adults.

Providing an older adult with the services necessary to remain in their own home is the focus of the case management services. Individuals in need of homecare services must become clients of either one of the Case Coordination & Support programs or the Care Management program in order to receive services through our Purchase of Service system. The RN Services Coordinator, a RN and employee of Senior Resources, has direct approval of services authorized by the case managers throughout the region. Clients choose from a pool of personal care, homemaking, in-home respite, and adult day care providers. Clients are deemed appropriate and prioritized for service by the RN Services Coordinator who also monitors level of service. Use of a purchase of service format allows clients and case managers more flexibility in arranging services and clients may choose their providers or change them if they are unhappy. Senior Resources has found this to be a more efficient and effective use of limited dollars.

Demand for services continues to exceed the supply of funds available. As funding gets tighter we



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continue to look for alternative sources to assist our clients and creative measures to work with what we have. Incremental funding increases in the OAA over the last several years have not kept pace with inflation or the growing population of individuals eligible for services for two decades. As a result, unmet needs and waiting lists for services exist throughout the country with deep cuts being proposed for 2012. State funds have been cut 28% over the last three years with more cuts proposed for 2012.

In response, Area Agencies on Aging have skillfully managed care for vulnerable aging populations by maximizing private and public resources to ensure that essential services are available to minority, frail and low-income older persons in need of comprehensive long-term services and supports. However, as the aging population grows – with more people living longer but facing chronic illness and frailty – and in the absence of significant funding increases, the Aging Service Network will increasingly be unable to meet the demands for care.

These challenges will only grow. In 2006, the first of the 77 million baby boomers became eligible for OAA services. In 2030, one in five Americans will be over the age of 65. The number of Michigan seniors age sixty and older is rising by 135 residents per day! This growing wave of older adults presents challenges and opportunities.

Designated community focal points for this region must be a funded provider of the case coordination and support program and also be a part of an agency that serves seniors in the entire county or a large geographic area of a county. All focal points are access points for information & assistance and volunteer opportunities and are seen as the place to seek information about senior issues in their community. In Muskegon County the focal point is Senior Resources. In southern Ottawa County the focal point is Evergreen Commons Senior Center, in northern Ottawa County the focal point is North Ottawa County Council on Aging and in Oceana County the focal point is Oceana County Council on Aging.

Supports coordinators assess client's physical, social and financial needs and then, if applicable, make arrangements for in-home services including: home delivered meals, personal care, in-home respite, homemaking, medication management, personal emergency response systems and adult day care. If necessary, transportation services can be arranged, Medicare, Medicaid and other insurance counseling can be provided and assistance is available with the Medicare Prescription Drug Program. Referrals are also made to other community programs. Supports coordinators are also beginning to receive additional training in long term care options counseling, something they have already done but will soon be offered in a more consistent format. Options counseling not only explains someone's long term care options, it also allows for discussion on a person's personal finances and how to best utilize them to make them last for as long as possible and still allow the person to remain in the setting of their choice.

The National Family Caregiver Support Program and Tobacco Settlement Respite funds have allowed us to enhance and develop a variety of supportive programs for caregivers over the past six years. We are able to provide caregivers with much needed respite breaks through one of the four adult day care facilities in our region or in the client's place of residence if they are unable to get out of the home. A monthly newsletter, The Caregiver Link, is specifically designed to address the needs of area caregivers and has a distribution list of 800+. Senior Resources installed caregiver libraries in five different locations throughout the region. Caregivers have the opportunity to access books and videos on a variety of topics ranging from how to provide personal care to stress reduction to communicating with someone with Alzheimer's disease. We also offer a variety of caregiver trainings and support groups, including assistance and support for grandparents raising their grandchildren. A program specifically designed to meet the needs of the working caregiver is in development. Caregivers in the "sandwich" generation are in need of caregiving resources that are identified and accessible through the workplace.

Senior Resources has established chronic disease management programs throughout our three county area with 10 agencies and 30 lay leaders involved in facilitating programs to assist seniors in managing



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their chronic health conditions. Currently we are offering Personal Action Towards Health (PATH), Arthritis Exercise, Healthy Eating, TaiChi and Matter of Balance evidence based programming. PATH is a six week workshop that has a wide range of activities and skill building exercises that help the participant learn to communicate with their medical provider, make better food choices, and become more active. Matter of Balance is an 8 session workshop that teaches practical coping strategies to reduce the fear of falling. While not a significant amount of money is awarded for Health Promotion/Disease Prevention these funds do have an effect on preventative health matters.

For years there had been an identified need for a Multi-Purpose senior center in Muskegon County. That center became a reality in the fall of 2008 when Tanglewood Park opened its doors. The center is a result of collaboration with three other multi-county senior serving agencies. Tanglewood Park boasts a beautiful café/coffee shop that is open to the public Monday through Friday 8am-4pm, a new 'Meals on Wheels' kitchen which serves the entire region and offers a variety of wellness and enrichment programs to benefit older adults. Half of the Tanglewood facility is home to the new Life Circles' Program of All Inclusive Care for the Elderly (PACE). This daily program will serve Medicare/Medicaid nursing home eligible elderly from Muskegon County and the North Ottawa area and will eventually open a satellite in Holland. AgeWell Services (formerly Nutritional Services for Older Americans/Meals on Wheels), the Community Access Line of the Lakeshore (CALL 2-1-1) and Senior Resources, occupy the other half of the former D&W grocery store. All four agencies serve multiple counties (Muskegon, Ottawa, and Oceana) and together serve over 3000 mature adults and their families every day. The Tanglewood Park collaboration was the recipient of two different awards for its collaborative effort and recently participated in a study of 5 shared spaces collaboratives across the U.S. and Canada. We continue to share a variety of staff positions and purchase equipment and supplies together to further our cost-saving measures.

Senior Resources has a Community Loan closet available to residents of all three counties that provides medical equipment and supplies. Requests come from not only Senior Resources' community partners and staff, but from local hospitals and other home care offices, churches, United Way agencies and CALL 2-1-1. The partnership at Tanglewood Park has increased public awareness; more individuals, organizations and agencies are offering donated goods to maintain the inventory – such as adult diapers, liquid dietary supplements, walkers, bath chairs, wheel chairs and commodes.

Staff at Senior Resources has taken part in a variety of program development and program improvement projects over the last year. These projects have varied from co-training with the Centers for Independent Living to improve relationships and efficiencies to participating in the Ottawa County Food Council to assure resident's access to food, to a Healthy Muskegon initiative to a community caregiver event. We were also involved with the creation of a health clinic for the uninsured in northern Ottawa County, a person centered training with another AAA, a options counseling partnership with the local PACE program and the development of the Creating Confident Caregivers training program in our area. In addition to carrying over some of these projects, we will be working with Ottawa County on a gap analysis study of older adult services and with United Way on their community needs assessment. We will also begin discussions with Muskegon County on a future senior millage and work with the Oceana County Council on Aging as they develop a new adult day care and explore the possibility of creating a new assisted living. The 2012 annual plan once again emphasizes security and independence for the elderly. Services are targeted to low-income, frail, minority, and medically underserved. It is the intent of Senior Resources to assure that the basic services, Home-Delivered Meals, Personal Care, Homemaker Services, Adult Day Care/In-Home Respite, Case Coordination & Support and Care Management are available throughout the three county area. In-put sessions, surveys, planning committee meetings, and public hearings were conducted throughout the region in preparation for the multi-year plan and this annual implementation plan. The goals reflect the views of the older citizens, advisory council members, service providers,



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community leaders, and our policy board who participated in the planning process.



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Available Resources & Partnerships

AAA Response:

The Senior Resources Board of Directors and staff have established as a priority providing services to the most in need. To that end, we partner with over 90 In-Home Care Agencies that are located and provide care throughout our three county area. In-home services including personal care, homemaking, respite, and home-delivered meals remain priority services as well as adult day care and caregiver services. We will strive to expand those and other services in the area and to coordinate with agencies to provide services such as chore services, home repair, telephone reassurance, and emergency assistance. Senior Resources will continue to work with area collaborative bodies to insure that services reach the frailest elderly.

The demand for services is expected to continue to grow with the rapidly aging population. The amount of funding Senior Resources receives for services are not able to keep up with that demand. To help alleviate some of the excess demand, we will continue to seek alternative funding to support services in out three county region.

This past year Senior Resources was able to reinstate the unmet needs program as interest income to support the requests started to become available. For the past several years Senior Resources did not have the interest income available and have been unable to meet these needs that are largely unfunded by other community agencies. We use these funds to purchase items such as dentures, glasses, furnace repairs, ramps, appliances, and emergency transportation. In the Senior Resources publication, Senior Perspectives, a segment is devoted to assist seniors in locating low cost services with individual workers that have indicated a skill in providing the requested service. We also continue to work with a variety of volunteer programs to provide a variety of chore services.

Senior Resources contracts with a very modern 24 hour 7 days a week information and assistance call center with call specialists skilled in helping families clarify their situation and identify the best solutions. Information and Assistance is available region-wide through CALL 2-1-1. A phone call provides access to information and assistance regarding in-home services, case coordination & support, Care Management/Medicaid Waiver programs, insurance, prescriptions, taxes, transportation, support groups, home repair, housing, and a host of knowledge. The Information and Referral Specialists educate consumers, explore options, and make appropriate referrals as needed. Information and Assistance is the first step in our continuum of care. Additional information can be gained from the Call-211 website at www.call-211.org.

Several of our contractors, and Senior Resources, are recipients of United Way funds. Senior Resources will continue to work closely with the United Ways in an effort to provide the broadest amount of service coverage possible. The combination of United Way and Senior Resources funds allows many providers to enhance and expand the amount of service they are providing rather than duplicate it.

In the Senior Resources service area two counties receive millage service dollars. Both the Oceana County Council on Aging and the North Ottawa County Council on Aging are recipients of millage funds in their areas. Oceana has a county-wide millage and receives approximately \$771,853, while North Ottawa receives funds from specific townships of approximately \$579,800. These funds are used to cover operating expenses for all services and support existing programs within the Councils on Aging. Without these funds both agencies would be forced to cut back or eliminate services to older adults in their areas. In the past year, Senior Resources has pursued and established a Memorandum of Understanding with Pioneer Resources, a local agency that assists people with disabilities in attaining independence and dignity by creating opportunities for participation in the community. Pioneer Resources is working with our



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regional MMAP program to provide their consumers with MIPPA information and application assistance. Senior Resources partners with a variety of local health and human service providers to deliver services from a group of highly qualified staff to assure the best level of care and assistance and we will continue to work with a variety of collaborative bodies in the region to create new services when needed and enhance the old ones, as we are able.



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Access Services

Care Management

<u>Starting Date</u>	10/01/2011	<u>Ending Date</u>	09/30/2012
Total of Federal Dollars		Total of State Dollars	\$197,993.00

Geographic area to be served:

Muskegon, Oceana and Ottawa Counties

List each goal for the program, including timeline and expected outcome:

Goal: Care Management clients and caregivers will utilize Person Centered Thinking and self-determination to assure participant choice in service and providing agencies/caregiver.

Time Line: September 30, 2012

Outcome: Clients will have choice and be in control of their care process resulting in higher satisfaction and continued compliance.

Goal: Care Management participants will move to MI Choice as eligibility is authorized and openings are available.

Time Line: September 30, 2012

Outcome: Clients will have greater ease of access to services.

Goal: Supports Coordinator will assist the consumer and their family in identification of natural supports, personal resources, and other community/external resources available for long-term care.

Timeline: September 30, 2012

Outcome: Consumers and their caregivers will have increased access to information and community resources.

Number of client pre-screenings:	Current Year:	45	Planned Next Year:	90
Number of initial client assesments:	Current Year:	4	Planned Next Year:	30
Number of initial client care plans:	Current Year:	4	Planned Next Year:	30
Total number of clients (carry over plus new):	Current Year:	82	Planned Next Year:	90
Staff to client ratio (Active and maintenance per Full time care	Current Year:	34	Planned Next Year:	37

MATCH:

Source of Funds	Cash Value:	\$20,000.00	In-kind	
Source of Funds	Cash Value:		In-kind	\$2,000.00
Source of Funds	Cash Value:		In-kind	

OTHER RESOURCES:

Source of Funds	Cash Value:	\$6,500.00	In-kind
Source of Funds	Cash Value:		In-kind
Source of Funds	Cash Value:		In-kind

Case Coordination and Support



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Starting Date 10/01/2011 Ending Date 09/30/2012
Total of Federal Dollars \$62,122.00 Total of State Dollars

Geographic area to be served:

Muskegon County

List each goal for the program, including timeline and expected outcome:

Goal: Supports Coordinator will assist the consumer and their family in identification of natural supports, personal resources, and other community/external resources available for long-term care.

Time Line: Through September 30, 2012

Outcome: Clients will have awareness and access to community support services.

Goal: Case Coordination & Support clients are moved to Care Management or MI Choice/Waiver as frailty increases and eligibility becomes evident.

Time Line: Through September 30, 2012

Outcome: Clients will have greater ease of access to services.



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Program Development Objectives (State)

State Plan Goal: Goal 1

Work to Improve the Health and Nutrition of Older Adults.

AAA Response:

Objective:

To increase utilization of congregate meal sites by older persons.

Timeline:

September 30, 2012

Activities:

Activities

- Based on 2011 survey results, compiled from many survey mediums, increase activities to those congregate centers identified by meal site participants as desiring enhance activities.
- Add activities to sites with lower daily attendance as activities often introduce people to the lunch programs.

Resources to be mobilized

AgeWell services will work to identify community partnerships for providing various activities including training lay leader and coaches for various evidence based programs. In addition, they will utilize the many free and low cost marketing tools available to non-profit agencies within our region.

Who will benefit

Seniors.

Programs to be established

The actual activities implemented will be based on the survey. The specific activities are unknown but may include such things as fun/social activities, fitness activities including Evidence Based Disease Prevention programming and educational activities to provide information and resources to older adults. Some of these classes will have a fee attached for participation. This program income will assist AgeWell services in the perpetuation of the programming.

Staff positions and time to be allocated to the objective

Time to be allocated for objective success includes Marketing Manager for materials and promotions of activities, Program Manager for Congregate Centers for developing, instituting activities at selected centers and

Center Coordinator for additional time for implementing and reporting activities at centers and recruitment of volunteers.

What is expected to be learned?

Providing more activities at the congregate centers increases the number of new seniors coming to a



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center, increases the frequency seniors attend and maintains/increases annual attendance (normal attrition sometimes only allows for maintenance) and improves satisfaction of our center operation.

Changes to the area agency's infrastructure necessary to achieve the objective
None.

Expected Outcome:

Community members will have and utilize regional meal sites that fulfill needs related to nutrition, socialization, health and wellness.

State Plan Goal: Goal 2

Ensure That Older Adults Have a Choice in Where They Live Through Increased Access to Information and Services.

AAA Response:

Objective:

To ensure consumer choice and access to services

Timeline:

September 30, 2012

Activities:

Activities -

Supports Coordinator will assist the consumer and their family in identification of natural supports, personal resources, and other community/external resources available for long-term care. This assistance will take in consideration the consumer/caregiver preferences and will be defined by the consumer for themselves during the person centered planning process. Senior Resources will identify professional referral groups and will begin to market the service to these critical referral sources.

Resources to be mobilized

Training for all Supports Coordinators, intake specialist and as time and finances allow, Call 2-1-1.

Who will benefit

Seniors or disabled population and their caregivers in our PSA.

Programs to be established

None.

Staff positions and time to be allocated to the objective

One Options Counselor as well as all Supports Coordinators in-house and in our focal points . Time will depend upon client need.

What is expected to be learned?

That many consumers and their families are better able to utilize personal resources with higher success and greater longevity when presented with options of care.



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Changes to the area agency's infrastructure necessary to achieve the objective
Community Living Supports/Options counseling is integrated into staff training as part of the Senior Resources client continuum of care.

Expected Outcome:

Consumers will be able to access information regarding options for care.

State Plan Goal: Goal 4

Improve the Effectiveness, Efficiency, and Quality of Services Provided Through the Michigan Aging Network and its Partners

AAA Response:

Objective:

To reduce vulnerability and isolation of seniors living alone.

Timeline:

September 30, 2012

Activities:

Activities

Use the purchasing power of Senior Resources to lower the monthly costs of Personal Emergency Response (PERS) units to consumers making them available to more people.

- Enhance the referral process between Senior Resources and agencies such as the Commission of the Blind, Association for the Blind and Centers for Independent Living.
- Assist and support loan closets within the PSA.

Resources to be mobilized

Supports Coordinators, intake specialist and Call-211 call specialists.

Who will benefit?

Older adults who currently do not have access to PERS/medical supplies due to cost and individuals who are unaware of community resources related to vision loss and disability.

Programs to be established

No new programs will be started.

Staff positions and time to be allocated to the objective

All supports coordinators and minimal start up time for the Contract Coordinator.

What is expected to be learned?

Senior Resources will be better poised to communicate community resources options to the older adult community.



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Changes to the area agency's infrastructure necessary to achieve the objective
None.

Expected Outcome:

To provide increased access of adaptive technologies to older persons within the PSA



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Program Development Objectives (Regional)

Goals/Objectives

AAA Response:

To reduce stress levels and increase coping mechanisms of employed caregivers

Timeline/Activities

AAA Response:

September 30, 2012

Activities

Market and facilitate a caregiver program that provides information and services to working caregivers and their employers.

Resources to be mobilized

Time and marketing resources.

Who will benefit

Persons who are caregiving and still employed outside the home.

Programs to be established

Employed Caregiver.

Staff positions and time to be allocated to the objective

Community Services and Public Relations and Fund Development Director will dedicate time to the perpetuation of this program.

What is expected to be learned?

Senior Resources expects that there are many more employed caregivers in the PSA than have requested assistance. Many may not be aware of the services through our agency or the many community agencies throughout the PSA.

Changes to the area agency's infrastructure necessary to achieve the objective

None.

Expective Outcome

AAA Response:

Caregivers will have access to a variety of types of support programs including those which accommodate the working caregiver.



Advocacy Strategy

AAA Response:

With the number of Michigan seniors age sixty and over rising by 135 residents per day, advocacy remains one of the most critical activities that an Area Agency on Aging performs. Increasingly we are devoting more and more time advocating on behalf of the frailest and eldest members of our communities. As our population grows older, many living well into their 80s and 90s and even to 100 years old, they struggle to live independently in their homes or with families. West Michigan has one of the highest per capita rates in Michigan of persons with disabilities. Changing public policy and public attitude toward aging and people with disabilities is of prime advocacy concern to the Area Agency on Aging. A major goal is to advocate for rebalancing the long term care system, as other states have successfully done and by doing so realize a reduction in Medicaid and other long term care costs to the state. Funds spent to manage declining health and to provide assistance to family caregivers can prevent costly hospitalizations and delay higher cost institutional care. Surveys indicate when given a choice people will choose the least restrictive setting for delivery of long term care, often their own home or a home like setting like assisted livings, homes for the aged, or adult foster care. Locally we plan to work with our communities to make this region more elder and disability friendly and supportive of those who wish to live, age and die in place.

Due to term limitations, it is important that our state legislators understand the needs of older adults, the effects that a legislative piece can have on an older adult, the programs that are available to them and the cost savings that can be realized by maintaining someone in their residence of choice. In addition, it is important that the legislators and their staff understand that they also have a resource in the aging network when assisting constituents.

All of our advocacy strategies are designed to improve the quality of life for seniors, persons with disabilities, and caregivers whether it is improving safety in the home or community, access to quality care and service, choice in the options that are available to them, or legal rights and expectations.

Advocacy in our region for FY' 2012 will mirror many of the priorities selected by both the National Association on Area Agencies on Aging and the steering committee for Older Michiganiaan's Day. To be effective we must unite and speak in a consistent manner. Our advocacy priorities for FY'2012 include:

- Strategic improvements to the Medicare and Medicaid programs in overall health care reform to address crucial access, cost and quality of care issues as well as encouraging steps to eliminate fraud, abuse, legal loopholes and waste.
- Increased funding for the Older American's Act and other supportive services to allow them to keep pace with projected population growth and price increases. These funds help older Americans remain living successfully and independently in their homes and communities.
- Additional state funds for access, home and community based services and expanding MI Choice. Home and community based programs are a proven cost effective alternative to nursing homes and are most often the location of choice for the person in need of assistance. Access to a full range of high quality long term care options meets the needs of Michigan's growing older adult and adults with disabilities population.
- Partnerships with Multi-Purpose Collaborative Bodies within our region to educate legislators and local media of the impact of state and federal cuts on people's lives by trying to put a human face on these decisions.



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- Reauthorization of the senior transportation programs to improve the availability and accessibility of transportation services for older adults and persons with disabilities. This includes working with community transportation coalitions to increase public and specialty transportation to evenings and weekends and rural transportation.
- Providing assistance to local communities in preparation for the aging population. This nation, our state and local communities are ill prepared or equipped to address and meet the needs of today and tomorrow's older adults. Elder and disability friendly communities are communities that end up being friendly to all residents through improved transportation, signage, service and housing options.
- Additional federal funds for the Caregiver's Initiative.
- Reauthorization of the Older Americans Act to meet the need of current and future senior. Key to this will be strengthening the Aging Network's role and capacity in the coordination and provision of long-term services and supports, expanding evidence based health promotion and disease prevention programs and setting adequate funding levels for service provision.
- Protection from abuse and financial exploitation for vulnerable adults through legislation that encourages the reporting of abuse and stiffens penalties for abusers.

Senior Resources will select additional issues as they are brought to the attention of the agency by seniors and other community partners within the region. Those issues that have a financial impact on older adults and persons with disabilities and have a critical impact on their independence will be given priority for advocacy. Issues will be selected for advocacy depending on their pertinence to the target population in general and how they specifically influence this population's ability to remain independent with their own resources.

This advocacy strategy will involve the advocate's group, Senior Advocates Coalition, which includes representatives from all three counties who meet with Federal and State legislators or their aide representatives each meeting and dialogue the above issues. Also key to our advocacy is the Michigan Senior Advocates Council, facilitated by the Area Agencies of Aging Association of Michigan. We have two representatives who participate on that and bring key information back to local groups. The Program and Planning Advisory Board and Board of Directors will continue to be made aware of the issues and will communicate with legislators and local commissions concerning the needs of the elderly and people with disabilities in their communities. In keeping up with technology, Senior Resources has added a page to our website that is completely dedicated to advocacy. There is information on current advocacy issues, a blog, information on how to advocate, legislators contact information and the ability to send an email right from our site. In addition, we utilize our Sixty Seconds publication and our provider network to contact legislators on key issues.



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Community Focal Points

Describe the rationale and method used to assess the ability to be a community focal point, including the definition of community.

Explain the process by which community focal points are selected.

A focal point is a facility or entity designated to encourage the maximum collocation and coordination of service for older individuals in a given area or community. For Senior Resources a community is defined as a county. In the case of Ottawa County it is the northern half and the southern half which are existing natural divisions for that county. In our region the focal points are Evergreen Commons, North Ottawa County Council on Aging and Oceana County Council on Aging and Senior Resources. All of our focal points are also senior centers or reside in the same building as senior centers. To be a focal point in the Senior Resources region an agency must be a funded provider of the case coordination & support program and also be a part of an agency that serves seniors in the entire county or a large geographic area of a county. Organizations interested in becoming a Case Coordination & Support (focal point) site must apply and be approved for funding through our regular Request for Proposal process, which occurs every three years in conjunction with the three-year area plan.

In addition to Case Coordination & Support, all focal points are access points for information & assistance and volunteer opportunities and are seen as the place to seek information about senior issues in their community. Through Case Coordination & Support the client will be assessed and in-home services can be arranged including home delivered meals, personal care, in-home respite, homemaking, and adult day care. If necessary, transportation services can be arranged, Medicare, Medicaid and other insurance counseling can be provided, and assistance is available at each with the Medicare Prescription Drug Program. If client problems indicate, referrals are made to Care Management/Waiver as appropriate and available.

Provide the following information for each focal point within the PSA. List all designated community focal points with name, address, telephone number, website, and contact person. This list should also include the services offered, geographic areas served and the approximate number of older persons in those areas. List your Community Focal Points in this format.

Name: Oceana County Council on Aging
Address: 621 E. Main, Hart, MI 49420
Website: www.oceanacountycouncilonaging.com
Telephone: 231-873-4461
Contact Person: Kathleen Premer, Executive Director Vickie Collins, Associate Director
Persons: 5,793
Service Area: Oceana County
Services: Case Coordination, Meals, Homemaking, Information, Transportation, Activities

Name: Senior Resources
Address: 560 Seminole Rd. Muskegon, MI 49444
Website: srwmi.org
Telephone: 231-739-5858
Contact Person: Cheryl Snow, Melanie Lyonnais Quality Assurance Coordinator
Persons: 30,718
Service Area: Muskegon, Oceana, Ottawa Counties
Services: Case Coordination, Care Management, Medicaid Waiver, MMAP



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Name: Evergreen Commons
Address: 480 State Street, Holland, MI 49423
Website: www.evergreencommons.org
Telephone: 616-396-7100
Contact Person: Jo VerBeek, Director of Senior Care Services, Suzanne Visser, Case Coord
Persons: 39,564 County wide
Service Area: Southern Ottawa County (County Line North to Filmore Rd.)
Services: Case Coordination, Meals, Homemaking, Information, Adult Day Care & Respite Activities, Health Programs, Support Groups

Name: North Ottawa County Council on Aging
Address: 422 Fulton, Grand Haven, MI 49417
Website: www.noccoa.org
Telephone: 616-842-9210
Contact Person: Brigit Lewis, Executive Director, Kim Kroll, Robin Stroven, Nancy Waters Case Coord.
Persons: 39,564 County wide
Service Area: Northern Ottawa County (County Line South to Filmore Road)
Services: Case Coordination, Meals, Homemaking, Information, Transportation, Activities, Support Group



CLP

1. A comprehensive work plan must be developed that supports the CLP project goals of fully embracing and supporting PCT and SD, re-engineering the existing services infrastructure to support PCT and SD and directing the use of federal, state and local funding sources to serve CLP eligible individuals and their caregivers. The work plan must address at a minimum: Independent Living Consultation (ILC); use of OAA/VA/State/Local resources to support services for program participants; use of flexible service options (including self-determination); planned outreach efforts; and, integration of CLP and PCT into existing

AAA Response:

As the time of uncertain funding, budget cuts, waiting lists for services and tighter local funding continues, Senior Resources and our board of directors view Options Counseling as the service we are able to provide to consumers that can provide an immediate impact. Last year we incorporated portions of the community living assessment into our initial intake process with good success. A caller is identified as a candidate for the community living program or at risk for nursing home placement at the time of the initial phone call and referred to the community living consultant immediately. The Community Living Consultant will provide options counseling to the client and their family, if applicable, in the form of identifying natural supports, personal resources, and other community/external resources available for long-term care. This assistance will take in consideration the consumer/caregiver preferences and will be defined by the consumer for themselves during the person centered planning process.

Senior Resources is committed to ensuring that all persons within the PSA have access to options counseling and to that end it is our intent during the 2012 fiscal year we will train all Supports Coordinators, intake specialist and as time and finances allow, Call 2-1-1 in Options Counseling. We believe that many consumers and their families will be better able to utilize personal resources with higher success and greater longevity when presented with all options of care.

Senior Resources believes that client choice is vital to client/caregiver well-being and we wholly support the principles of self-determination. While Senior Resources has employed person centered thinking principles throughout our history, taking into consideration client wishes and needs, our formal self-determination program began in April of 2008 when the mechanism was finally in place for our first consumer to choose to employ their preferred care providers directly. Since then Senior Resources has continued to promote these principles with our staff and consumers. We currently have two Master Level Person Centered Thinking (PCT) Trainers on staff and this past March, Senior Resources in partnership with Area Agency on Aging West Michigan, held a PCT training for 22 AAA staff that were not previously trained. At that time all relevant staff of Senior Resources was trained in this critical way of being. We are committed to training staff to be able to assess the balance between what is important to a person with what is important for them (health and safety), and using all available resources to help the client facilitate their own care. We have incorporated PCT into our interviewing process and as the opportunity arises to hire new staff, management will be looking for people who embody the philosophy of Person-Centered Thinking and upon hire; all new staff will be trained/orientated on the Person Centered approach.

Since 2004 Senior Resources has offered consumers the option of a customized private pay program in an effort to address the full spectrum of care. Clients that have available resources to purchase care can do so through this program. Upon request, an assessment of need or a consultation can be performed to assist clients and family members in determining what support services they would like or the client and/or



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family members advise us as to what services they would like to receive. For convenience, Senior Resources will order services through client choice providers and bundle service costs for one monthly bill. It is our intention to participate in the Veterans Directed Home and Community Based Services Program and to that end we completed and submitted the readiness review for the Veterans Directed Home and Community Based Services. We are poised to begin serving Veterans as soon as we receive the authorization to do so.

We are in the second year of Aging and Disability Resource Centers (ADRC) partnership with the two Centers for Independent Living that reside in Region 14, the Senior Centers that serve as Community Focal Points for our region and the regional 2-1-1 regarding the formation of a unified ADRC. Our goals for the next year include the development of a consistent options counseling tool that can be used by all the partners and to conduct joint training sessions on the utilization of the counseling tool and additional education on our existing programs as well as the rest of the long term care system. All of the partners are resistant to rush into something and instead prefer to foster and enhance the connections we are making through joint utilization of the residential settings program and the housing coordinators for clients of all partnering agencies and shared use of the MMAP program training and oversight.

2. At your discretion, a separate program narrative may also be included.

AAA Response:

3. The area plan grant budget, on page 2 of 3, includes a row to identify grant resources, program income, and local match to be used for support services for CLP participants. Please be reminded that funds used for CLP matching purposes may not be used as match for any other program. The CLP Appendix budget asks for detail regarding the specific service categories to be funded with these resources.

AAA Response:

See the Area Plan Grant Budget

4. Both the project budget and schedule of match and other resources, Budget Form (A), must be completed.

AAA Response:

5. The CLP appendix budget is for planning information, not accounting purposes. Please be as detailed as possible. Revisions to the CLP appendix budget will be handled as administrative revisions.

AAA Response:



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ADRC/MMAP

ADRC

Indicate if the AAA will participate in the development of ADRC partnership(s) in the PSA. If yes, please describe the anticipated role the AAA will play in the partnership(s).

AAA Response:

In Michigan, as well as across the country, emerging Aging and Disability Resource Centers (ADRCs), a collaboration of existing community health and care providers, serve as a starting point for consumers and their families into the long-term care service system regardless of income levels. ADRC's increase access to information and referral sources, provide advice, assistance, and streamlined coordination of service access using person-centered transitions and quality assurance principles.

Senior Resources stands prepared to partner with all interested and pertinent community partners to establish seamless, decentralized access to community services. Currently, these partners include 2-1-1, the area Centers for Independent Living and our community focal points. Conversations have also occurred with the ombudsman program, the other area MIChoice Waiver agent, DHS office and some CMH officials. Three Ottawa County key stakeholders saw changes in their leadership in the past year including the Center for Independent Living, Evergreen Commons and the Department of Human Services. This has resulted in the need for a reeducation process and a short delay in the development of the regional ADRC. We are now in the process of encouraging additional community agencies to self-identify their level of involvement in the ADRC process, choosing to become part of a conveners group that will steer all aspects of the desired end product, a collaborative position, in which the agency will commit to accomplishing the goals of local ADRC development or the advisory council, which will be responsible for advising the conveners and the collaborative team on the design and structure of the ADRCs.

MMAP

If your Agency is a MMAP agency, provide an overview of your program, including numbers of persons served, volunteer recruitment and innovative ways of getting the information to residents.

AAA Response:

Senior Resources is a MMAP providing agency and is very invested in serving seniors in this capacity. There are four MMAP sites located throughout our three county area. The regional coordinator as well as a site coordinator is housed in Muskegon County at our Tanglewood Park location. Ottawa County has two MMAP sites, one serves southern Ottawa County, Evergreen Commons, and the other serves northern Ottawa County and is located at North Ottawa County Council on Aging. Oceana County Council on Aging is the MMAP site for Oceana County and provides services for that County. Each site has a coordinator that is employed by the agency that houses the program. The site coordinator provides volunteer oversight, assures that the required reporting is submitted to the regional/state office and conducts community outreach programs as opportunities arise and as groups request it. We currently have 37 active counselors covering our 3 county region. Without these volunteers the MMAP program would not be able to meet the needs of so many of our community members. Since April 1, 2010 our region has counseled over 4,000 people in one-on-one counseling and during the same time frame another 4500+ have been educated through our out-reach endeavors. In an ongoing effort to increase our volunteer base we run ads in local newspapers, as well as notifications to volunteer agencies throughout the 3 county area, prior to holding a new counselor training. Our region has also been part of several health and



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wellness fairs, and many smaller presentations in the community. We continue to market through such mediums as posters with MMAP contact information and have distributed these throughout Muskegon County to over 50 pharmacies and township halls etc. Posters were given to Oceana & Ottawa sites to distribute in their communities as well.



Other Grants

1. List other grants that you have received. List the funders name, project title, time period, and funding amount.

AAA Response:

Senior Resources is participating in the PATH grant funded by the Michigan Office of Services to the Aging through The American Recovery and Reinvestment Act - Communities Putting Prevention to Work Chronic Disease Self-management Program ending on March 31, 2012. Senior Resources was funded in the amount of \$38,483 for the 18 month duration of the grant.

2. For each grant, explain what the intended outcome/goal for this grant is.

AAA Response:

Objective: To support older adults in the management of their chronic disease

Goal: Older adults and their family members/caregivers will be proactive regarding the management of their health.

3. For each grant, discuss successes and barriers and how you will overcome or maintain them.

AAA Response:

Recruitment for this program continues to be challenging. Some of the possible reasons for this may include the length of the program - 6 weeks 2.5 hours each week – and/or the chronic nature of the conditions that the consumers for which this program was designed for face. Some consumers have indicated a hesitation to commit to the program due to the uncertain nature of their condition and their possible inability to finish the training. Regionally we are slowly increasing our presence as a valuable training tool in the medical community and we are seeing more consumers attending a PATH training on a medical professional's recommendation. In October 2010, seventeen new lay leaders were trained for Region 14. Fifteen of the leaders trained work in the health field and were taking the training due to encouragement by insurance companies to create a complete medical home for their consumers. We are excited by this new partnership as we feel much of the success of recruitment for this program relies on consumer/physician buy in.

4. For each grant, how will you sustain the project when the grant funding is over?

AAA Response:

When the ARRA grant is over Senior Resources will continue to fund the PATH classes out of Health Promotion/Disease Prevention (IIID) funding. Senior Resources is committed to providing oversight and technical and reporting support for our community partners. In addition, we encourage the practice of charging a fee to the consumer to cover the cost of books and materials.



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Appendices



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APPENDIX A

Board of Directors Membership

	Asian/Pacific Islander	African American	Native American/ Alaskan	Hispanic Origin	Persons with Disabilities	Female	Total Membership
Membership Demographics	0	2	0	1	0	13	19
Aged 60 and Over	0	1	0	0	0	7	10

Name of Board Member	Geographic Area	Affiliation	Elected Official	Appointed	Community Representative
Kathy Moore	Muskegon	Muskegon County Health Department		Yes	
Linda Kaare	Muskegon	Parmeter O'Toole			Yes
Beven Leach	Muskegon	Mercy Geriatric Medical Associates			Yes
Scott Nesbit	Muskegon	Mercy General Health Partners			Yes
Dr. Doris Rucks	Muskegon	Retired Physician			Yes
Zachary Russick, Vice Chair	Muskegon	Michigan Commerce Bank			Yes
Jan Stermin, Chair	Muskegon	Retired Social Security Administration			Yes
Bath Baldwin	Ottawa	Retired Health Department R.N.			Yes
Barbara Bingham	Ottawa	Retired Texas AAA Program Planner			Yes
Barb Boelens	Ottawa	Stonebridge Senior			Yes



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		Apartments			
Nancy Carlyle	Ottawa	Hospice of North Ottawa Community			Yes
Scott Kling	Ottawa	Genworth Financial Securities Corp.			Yes
Julie O'Neill	Ottawa	Sunset Manor			Yes
Cheryl Szczytko	Ottawa	Health Care Associates & Community			Yes
Bill VanDyke	Ottawa	Retired Social Security Administration			Yes
Jose Barco	Oceana	Department of Human Services		Yes	
Anne Henion	Oceana	AgeWell Services			Yes
Anne Soles, Sec/Tres	Oceana	Shepherds Staff			Yes
Theresa Steen	Oceana	Oceana Pharmacy			Yes



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APPENDIX B
Advisory Board Membership

Table with 8 columns: Asian/Pacific Islander, African American, Native American/Alaskan, Hispanic Origin, Persons with Disabilities, Female, Total Membership. Rows include Membership Demographics and Aged 60 and Over.

Table with 3 columns: Name of Board Member, Geographic Area, Affiliation. Lists 13 board members and their details.

FY 2012 AREA PLAN GRANT BUDGET

Agency: Senior Resources of West Michigan

PSA: 14

Budget Period: 10/01/11 to 09/30/12

Rev. 3/2011

Date: 04/19/11

Rev. No.: AIP-2012 Page 1 of 3

SERVICES SUMMARY

FUND SOURCE	SUPPORTIVE SERVICES	NUTRITION SERVICES	TOTAL
1. Federal Title III-B Services	386,249		386,249
2. Fed. Title III-C1 (Congregate)		477,946	477,946
3. State Congregate Nutrition		7,830	7,830
4. Federal Title III-C2 (HDM)	240,399		240,399
5. State Home Delivered Meals		283,525	283,525
8. Fed. Title III-D (Prev. Health)	27,420		27,420
9. Federal Title III-E (NFCSP)	167,902		167,902
10. Federal Title VII-A	8,003		8,003
10. Federal Title VII-EAP	6,209		6,209
11. State Access	24,893		24,893
12. State In-Home	82,020		82,020
13. State Alternative Care	97,004		97,004
14. State Care Management	197,993		197,993
16. State N.H. Ombudsman	22,009		22,009
17. Local Match			
a. Cash	75,577	6,000	81,577
b. In-Kind	79,651	108,000	187,651
18. State Respite Care (Escheat)	46,123		46,123
19. Merit Award Trust Fund	128,519		128,519
20. NSIP		181,110	181,110
21. Program Income	63,927	310,258	374,185
TOTAL:	1,413,499	1,615,068	3,028,567

ADMINISTRATION			
Revenues	Local Cash	Local In-Kind	Total
Federal Administration	138,358	10,000	148,358
State Administration	22,080		22,080
MATF Administration			
Other	112,404		112,404
Total:	273,042	10,000	283,042

Expenditures	
1. Salaries/Wages	FTEs
2. Fringe Benefits	2.99
3. Office Operations	143,828
Total:	5,354

Cash Match Detail		In-Kind Match Detail	
Source	Amount	Source	Amount
County funding	4,000	Volunteers	10,000
Tanglewood Park collaborative	11,368		
Total:	15,368	Total:	10,000

I certify that I am authorized to sign on behalf of the Area Agency on Aging. This budget represents necessary costs for implementation of the Area Plan. Adequate documentation and records will be maintained to support required program expenditures.

Signature _____

Title _____

Date _____

FY 2012 AREA AGENCY GRANT FUNDS - SUPPORT SERVICES DETAIL

Agency: Senior Resources of West Michigan
 PSA: 14

Budget Period: 10/01/11
 Date: 04/19/11

to 09/30/12
 Rev. No.: AIP-2012

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SERVICE CATEGORY	Title III-B	Title III-D	Title III - E	Title VII	State Access	State In-Home	St. Alt. Care	State Care Mgmt	State NHO	St. Respite (Escheat)	Merit Award Trust Fund	Medicaid CMP Fund	Program Income	Cash Match	In-Kind Match	TOTAL	
1. Access																	
a. Care Management	-		-					197,993				6,500	-	20,000	2,000		226,493
b. Case Coord/supp	116,122		-										-	25,000			141,122
c. Disaster Advocacy	-												-				
d. Information & Assis	64,048		3,300										-				
e. Outreach													-				
f. Transportation	46,218		1,200										5,300		1,500		58,741
2. In-Home																	
a. Chore	-												-				
b. Home Care Assis	-												-				
c. Home Injury Cntrl	-												-				
d. Homemaking	36,599								45,020	97,004			8,200		20,000		206,823
e. Home Health Aide	-												-				
f. Medication Mgt	12,261	6,847											700		1,800		21,628
g. Personal Care	-								37,000				1,400		6,200		44,600
h. PERS	6,897	1,182											200		667		8,966
i. Respite Care	250		66,343							46,123	67,235		8,500		20,300		210,751
j. Friendly Reassurance	-												-				
3. Legal Assistance	24,317												-	2,710			27,027
4. Community Services																	
a. Adult Day Care	250		51,700								61,284		8,000		19,750		140,984
b. Dementia ADC	-												-				
c. Disease Prevent	-	19,391											-				
d. Health Screening	-												-				
e. Assist to Deaf	-												-				
f. Home Repair	-												-				
g. LTC Ombudsman	4,445			8,003					22,009				10,577	2,351	589		47,974
h. Sr Cit Operations	-												-				
i. Sr Cit Staffing	-												-				
j. Vision Services	-												-				
k. Elder Abuse Prevnt	-			6,209									-				
l. Counseling	-												-				
m. Spec Respite Care	-												-				
n. Caregiver Supplmt	-												-				
o. Kinship Support	-		12,000										-				
q. Caregiver E.S.T	-		31,359										-				
5. Program Develop	74,822												14,550				89,372
6. Region Specific																	
a.	-												-				
CLP Services	-												-				
MAIF administration	-				24,893								-			3,500	28,393
SUPPRT SERV TOTAL	386,249	27,420	167,902	14,212	24,893	82,020	97,004	197,993	22,009	46,123	128,519	17,077	46,860	75,577	79,661	1,418,499	

AREA AGENCY ON AGING--OPERATING BUDGET

PSA: 14 Agency: Senior Resources of West Michigan
 Budget Period: 10/01/11 to: 09/30/12

Date of Budget: 04/19/11
 Rev. No.: AIP-2012 Page 1 of 2

Operations		Program Services/Activities							TOTAL
Admin	Program Develop	MMAP Counseling	IIIB-Case Coordination	MAWA MiChoice	State Care Mgt	State Access			
138558	74822	81006	64822	8749659	6500	0		9115367	
22080	0	8081	0	21000	197993	24893		274047	
15368	0	0	0	0	20000	0		35368	
10000	8500	35000	7000	0	5000	3500		69000	
24000	0	0	0	0	0	0		24000	
88404	0	0	0	24584	32500	0		145488	
298410	83322	124087	71822	8795243	261993	28393	0	9663270	

EXPENDITURES												TOTAL
Contractual Services	1531	141	2755	188	56469	942	141					62167
Purchased Services	24000		30000	0	6656184	33263	0					6743447
Wages and Salaries	149228	50935	19188	45398	1483454	148759	19094	0	0	0	0	1916057
Fringe Benefits	11416	7893	309	7079	231841	23770	3948					286257
Payroll Taxes	22412	3897	1468	3473	113484	11380	1461					157574
Professional Services	550	250	50	200	59500	4040	49					64639
Accounting & Audit Services	1904	493	300	500	22500	3750	150					29597
Legal Fees	0	0	0	0	0	0	0					0
Occupancy	7298	674	13135	897	34802	4490	674					61970
Insurance	1720	159	3097	212	8205	1059	159					14611
Office Equipment	1000	92	1802	160	12274	5116	92					20536
Equip Maintenance & Repair	3946	364	7101	510	18814	2427	364					33526
Office Supplies	3526	1600	612	1187	10000	4243	200					21368
Printing & Publication	20100	500	0	50	2520	750	250					24170
Postage	18250	1750	1421	350	3500	1379	436					27086
Telephone	2979	276	5363	368	20208	1833	275					31302
Travel	2250	2595	1186	3000	36788	4700	750					51269
Conferences	3500	3203	1300	1250	16000	3092	350					28695
Memberships	10500	0	0	0	2200	500	0					13200
Special Events	2300	0	0	0	6500	1500	0					10300
Local In-Kind	10000	8500	35000	7000	0	5000	0					65500
TOTAL	298410	83322	124087	71822	8795243	261993	28393	0	0	0	0	9663271

**FY 2012 Annual Implementation Plan
Direct Service Budget Detail**

AAA: Senior Resources of West Michigan

FISCAL YEAR: 2012

SERVICE: Care Management

LINE ITEM	Federal OAA Title III Funds	Other Fed Funds (non-Title III)	State Funds	Program Income	Match		Other Resources	Total Budgeted
					Cash	In-Kind		
Wages/Salaries			123,022					123,022
Fringe Benefits			35,150					35,150
Travel			4,700					4,700
Training			3,092					3,092
Supplies			4,243					4,243
Occupancy			4,490					4,490
Communications			3,962					3,962
Equipment			7,543					7,543
Other (e.g., raw food costs):			11791					11,791
Administration				20,000			5,737	25,737
Purchased Services					3,000		33,263	36,263
Volunteers					2,000			2,000
Totals	0	0	197,993	0	20,000	5,000	39,000	261,993

SERVICE AREA:

(List by County/City if service area is not entire PSA)

I certify that I am authorized to sign on behalf of this agency.
The budgeted amounts represent necessary and proper costs for implementing the program.

Name _____

4/19/2011

Date

Title _____

FY 2012 Planned Services Summary Page for PSA:

Service	Budgeted Funds	Percent of the Total	Method of Provision		
			Purchased	Contract	Direct
ACCESS SERVICES					
Care Management	\$ 226,493	7%			X
Case Coordination & Support	\$ 141,122	5%		X	X
Disaster Advocacy & Outreach Program	\$ -	0%			
Information & Assistance	\$ 78,348	3%		X	X
Outreach	\$ -	0%			
Transportation	\$ 58,741	2%		X	
IN-HOME SERVICES					
Chore	\$ -	0%			
Home Care Assistance	\$ -	0%			
Home Injury Control	\$ -	0%			
Homemaking	\$ 206,823	7%	X		
Home Delivered Meals	\$ 819,027	27%		X	
Home Health Aide	\$ -	0%			
Medication Management	\$ 21,628	1%	X		
Personal Care	\$ 44,600	1%	X		
Personal Emergency Response System	\$ 8,966	0%	X		
Respite Care	\$ 210,751	7%	X		
Friendly Reassurance	\$ -	0%			
COMMUNITY SERVICES					
Adult Day Services	\$ 140,984	5%	X		
Dementia Adult Day Care	\$ -	0%			
Congregate Meals	\$ 796,041	26%		X	
Nutrition Counseling	\$ -	0%			
Nutrition Education	\$ -	0%			
Disease Prevention/Health Promotion	\$ 21,621	1%	X		
Health Screening	\$ -	0%			
Assistance to the Hearing Impaired & Deaf	\$ -	0%			
Home Repair	\$ -	0%			
Legal Assistance	\$ 27,027	1%		X	
Long Term Care Ombudsman/Advocacy	\$ 47,974	2%		X	
Senior Center Operations	\$ -	0%			
Senior Center Staffing	\$ -	0%			
Vision Services	\$ -	0%			
Programs for Prevention of Elder Abuse,	\$ 7,304	0%		X	
Counseling Services	\$ -	0%			
Specialized Respite Care	\$ -	0%			
Caregiver Supplemental Services	\$ -	0%			
Kinship Support Services	\$ 13,788	0%		X	
Caregiver Education, Support, & Training	\$ 39,564	1%	X	X	
PROGRAM DEVELOPMENT					
	\$ 89,372	3%			
REGION-SPECIFIC					
CLP Services	\$ 28,393	1%			
MATF administration	\$ -	0%			
TOTAL PERCENT			100%	0%	0%
TOTAL FUNDING		\$ 3,028,567		\$0	\$0

**FY 2012 Annual Implementation Plan
Community Living Program II Project Budget**

AAA: Senior Resources of West Michigan FISCAL YEAR: 2012

SERVICE: Community Living Program Project Implementation

Support Services	Federal OAA Title III Funds	CLP Project Grant Funds	State Funds	Program Income	Match		Other Resources	Total Budgeted
					Cash	In-Kind		
Information & Assistance								0
Com. Living Consultation			24,893			3,500		28,393
Fiscal Intermediary								0
Com. Living Supports								0
Other:								0
								0
								0
								0
								0
								0
								0
								0
								0
								0
Totals	0	0	24,893	0	0	3,500	0	28,393

SERVICE AREA: Region 14
(List by County/City if service area is not entire PSA)

I certify that I am authorized to sign on behalf of this agency.
The budgeted amounts represent necessary and proper costs for implementing the program.

Name _____ Date 4/19/2011

Title _____



Assurance & Certificates

ASSURANCE OF COMPLIANCE

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, SECTION 504 OF THE REHABILITATION ACT OF 1973, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, AND THE AGE DISCRIMINATION ACT OF 1975.

The Applicant provides this assurance in consideration of and for the purpose of obtaining Federal grants, loans, contracts, property, discounts or other Federal financial assistance from the Department of Health and Human Services.

THE APPLICANT HEREBY AGREES THAT IT WILL COMPLY WITH:

1. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
2. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
3. Title IX of the Educational Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Department.
4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.

The Applicant agrees that compliance with this assurance constitutes a condition of continued receipt of Federal financial assistance, and that it is binding upon the Applicant, its successors, transferees and assignees for the period during which such assistance is provided. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. The Applicant further recognizes and agrees that the United States shall have the right to seek judicial enforcement of this assurance.

Action Request



Committee: Board of Commissioners

Meeting Date: 6/14/2011

Requesting Department: Corporate Counsel

Submitted By: Greg Rappleye

Agenda Item: Resolution and Lease Agreement – West Michigan Agricultural Education Center

SUGGESTED MOTION:

To approve and authorize the Board Chair and Clerk to sign the “Resolution of Benefit” and the proposed “Lease Agreement” between the County of Ottawa and The West Michigan Agricultural Education Center, for a portion of the Eastmanville Farm Park.

SUMMARY OF REQUEST:

The Board of Commissioners previously approved the conceptual map for the West Michigan Agricultural Farm Park, which will utilize a portion of the Eastmanville Farm Park as an agricultural/educational park. A 501(c) organization has been formed to conduct these activities. The “Resolution of Benefit” and Lease Agreement are intended to formalize the lease between the County (on behalf of the Parks Department) and the West Michigan Agricultural Education Center.

FINANCIAL INFORMATION:

Total Cost: \$0.00 General Fund Cost: \$0.00 Included in Budget: Yes No

If not included in budget, recommended funding source:

ACTION IS RELATED TO AN ACTIVITY WHICH IS:

Mandated Non-Mandated New Activity

ACTION IS RELATED TO STRATEGIC PLAN:

Goal: 3: To Contribute to a Healthy Physical, Economic, & Community Environment.

Objective: 2: Consider opportunities to improve economic development in the region.

3: Continue initiatives to preserve the physical environment.

ADMINISTRATION RECOMMENDATION: Recommended Not Recommended Without Recommendation

County Administrator: **Alan G. Vanderberg**

Digitally signed by Alan G. Vanderberg
DN: cn=Alan G. Vanderberg, c=US, ou=County of Ottawa, ou=Administrator's Office, email=avanderberg@ottawacounty.org
Reason: I am approving this document
Date: 2011.06.02 10:23:30 -0400

Committee/Governing/Advisory Board Approval Date: Planning and Policy Committee 6/9/2011

LEASE AGREEMENT

~~*DRAFT 5-26-11*~~
~~*DRAFT 5-26-11*~~
DRAFT 5-31-11

This Lease Agreement is made this ____ day of June, 2011, by and between the County of Ottawa, a Michigan municipal corporation, for and on behalf of the Ottawa County Parks & Recreation Commission and the Ottawa County Parks & Recreation Department, 12220 Fillmore Street, West Olive, Michigan 49460 (“Lessor”), and the West Michigan Agricultural Education Center, a Michigan not-for-profit corporation (“Lessee”), 7851 Leonard Road, Coopersville, Michigan 49404 with reference to the following facts and circumstances:

A. Lessor owns certain acreage located at 7851 Leonard Road, Coopersville, Michigan, 49404. The acreage is currently being used as a portion of a public park known as the “Eastmanville Farm Park” under the direction of the Ottawa County Parks & Recreation Commission and the Ottawa County Parks & Recreation Department.

B. Lessee is a not-for-profit Michigan corporation, qualified under 26 USC Section 501(c) of the Internal Revenue Code, which has made a proposal to Lessor to lease, develop and operate a portion of the acreage as an “agricultural education center” to be known as the “West Michigan Agricultural Education Center,” which would be open to the general public and to the residents of Ottawa County for purposes of agricultural education, agricultural training, best-practices demonstrations, and for other, similar purposes.

C. Lessee is an entity composed of and associated with individuals and parties experienced in the ownership and operation of agricultural facilities, and is capable of operating an agricultural education center in accordance with this Lease Agreement in

such a manner that the West Michigan Agricultural Education Center will continue to benefit and educate the general public and residents of Ottawa County in future years.

D. Lessor is interested in entering into a long-term lease with Lessee for use of a portion of the acreage for these purposes, on terms set forth herein.

E. Pursuant to statute, MCL 46.11(d) and MCL 45.5, the Ottawa County Board of Commissioners is authorized to lease a portion of the acreage for these purposes, on the terms set forth herein, and the Ottawa County Board of Commissioners has, by Resolution dated June ____, 2011, made its determination of benefit with regard to this Lease Agreement, a copy of which Resolution is attached as Exhibit "A" hereto.

WHEREFORE THE PARTIES AGREE AS FOLLOWS:

1. General Agreement of Lease: For the sum of \$1 paid by Lessee on the effective date of this Lease Agreement, and for the promises and assurances set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, Ottawa County agrees to lease that portion of the Eastmanville Farm Park acreage, as more particularly described in paragraph 3 herein, to Lessee, for the purpose of having the leased acreage operated by Lessee as an "agricultural education center," to be known as the "West Michigan Agricultural Education Center," for the benefit of the general public and the residents of Ottawa County.

2. Term of Lease Agreement: The effective date of this Lease Agreement shall be June ____, 2011. Lessee shall have complete access to the leased acreage, in accordance with the terms of this Lease Agreement, as of the effective date of this Lease Agreement. This Lease **Agreement** shall be in effect through December 31, 2021, and

may be renewed by the parties thereafter on **terms and** conditions to be negotiated **and agreed to in writing** by the parties.

3. Acreage to be Subject to Lease Agreement: The acreage subject to this Lease Agreement consists of that portion of the parcel of real property known as the Eastmanville Farm Park located at 7851 Leonard Road, Polkton Township, Ottawa County Michigan, and more particularly described as:

[INSERT PROPERTY DESCRIPTION]

together with all structures, appurtenances, and improvements located thereon (“the leased acreage”). A general descriptive map of the leased acreage and associated properties is attached as Exhibit “B.”

4. Agreed Plan of Operation by Lessee: Following entry into this Lease Agreement, Lessee agrees to develop and operate the West Michigan Agricultural Education Center on the leased ~~premises~~ **acreage** in accordance with the Plan of Development and Operation set forth in Exhibit “C.” The parties acknowledge that future developments and trends in agriculture cannot be fully anticipated, and that it may be necessary to modify the Plan of Development and Operation (**Exhibit “C”**) due to ~~developments in~~ public interest, **and developments in** agricultural education, funding opportunities, programming, proposals, and best-practices for agricultural operations. It is the intention of Lessor in entering into this Lease Agreement that, at a minimum: (1) the general types and range of agricultural operations **and opportunities** set forth in **the Plan of Development and Operation (Exhibit “C”)** will be made available on the leased

premises to the general public and the residents of Ottawa County; (2) Lessee will work cooperatively with the Ottawa County Parks & Recreation Commission and the Ottawa County Parks & Recreation Department to develop the West Michigan Agricultural Education Center and to coordinate and associate its operations with the Ottawa County Parks system; (3) Ottawa County residents and the general public will have ongoing access to the West Michigan Agricultural Education Center, and opportunities to participate in programs developed at the agricultural education center.

Any ~~sublease or any~~ transfer of operations of the ~~agricultural education center~~ **West Michigan Agricultural Education Center** from Lessee to an unrelated third party, or any significant variance in the Plan of Development and Operation (Exhibit "C") at the agricultural education center, shall be submitted to the Ottawa County Board of Commissioners prior to the effective date thereof, which may, at its discretion, make a prior determination of consistency with the terms of this Lease Agreement and approve the ~~sub-lease~~ **transfer or significant variance**. The Lessor may, from time-to-time, request information regarding the current status and nature of operations at the West Michigan Agricultural Education Center, which information shall be provided by Lessee.

5. Potential Year-to-Year Lease Areas: In Exhibit "B," the parties have identified three (3) potential "~~Year-to-Year~~" "**Three-Year**" Lease Areas (Area #1, Area #2, and Area #3). ~~Year-to-Year~~ **The Three-Year** Lease Areas may, upon agreement of the parties, be leased from Lessor to Lessee by mutual execution of the Special Lease Agreement form(s) attached hereto as Exhibit "D," or its substantial equivalent, for uses and activities which are consistent with the Plan of Development and Operation (Exhibit

“C”), and which are consistent with the ongoing use of the year-to-year ~~three-year~~ Lease area as a **portion of a** public park.

6. Shared Use Areas: In Exhibit “B,” the parties have identified a **two (2)** “Shared Use Areas.” The Shared Use Areas may be developed and used by the West Michigan Agricultural Education Center, as the parties may hereafter expressly agree in writing, for uses and activities which are consistent with the Plan of Development and Operation (Exhibit “C”) and consistent with the ongoing co-use of the “Shared Use Areas” as a **portions** of a county park.

7. Lease Access Zones: In Exhibit “B,” the parties have identified “Lease Access Zones” for ongoing co-shared usages between Lessor and Lessee, and for ingress and egress from the leased acreage. All uses by Lessee of the “Lease Access Zones” shall be (i) consistent with the Plan of Development and Operation (Exhibit “C”), and (ii) consistent with the continued use of the “Lease Access Zones” as a portion of a county park. The parties may, from time-to-time agree, in writing, to more specific guidelines and requirements for usage, maintenance, repair, and development of the “Lease Access Zones.”

8. Structural Improvements, Etc., Fencing: It is acknowledged and understand that certain structural improvements, physical improvements, and fencing must be undertaken by Lessee to properly develop and operate the proposed West Michigan Agricultural Education Center in compliance with the Plan of Development and Operation (Exhibit “C”). Lessee agrees that, except as may otherwise be agreed to in writing by the parties, Lessee will be responsible for and shall undertake and complete, at its sole expense, those structural improvements, physical improvements, and fencing

responsibilities necessary to implement and comply with the Plan of Development and Operation. All **Those** structural improvements, physical improvements and fencing responsibilities necessary for the initial operations of the agricultural education center as an entity separate from the operations of Lessor shall be completed ten (10) days prior to the first day of Lessee's public operation of the West Michigan Agricultural Education Center.

9. Indemnification and Hold-Harmless: Lessee shall indemnify and hold harmless the County of Ottawa, the Ottawa County Board of Commissioners, the Ottawa County Parks & Recreation Commission, the Ottawa County Parks & Recreation Department, and their officers, directors, employees, and agents, from any and all risks, claims, causes of action, lawsuits or expenses, including costs, interest, or attorney fees, arising or alleged to have arisen on the leased acreage, or as a result of, or in association with, the operations of Lessee on any of the properties which are the subject matter of this Lease Agreement, including the ~~Year-to-Year~~ **Three-Year** Lease Areas, the Shared Use Areas and the Lease Access Zones. The obligation to indemnify and hold harmless hereunder extends to all claims for loss, whether for personal injury, property damage, or otherwise, to any person or entity.

10. Transfer of Risks and Insurance: It is the intention of the parties to transfer all risk (i) associated with Lessee's operations at or on the facilities of Lessor, and (ii) associated with the development and operation of the leased acreage, including **Lessee's access to and usages on** the ~~Year-to-Year~~ **Three-Year** Lease Areas, the Shared Use Areas, and the Lease Access Zones, to Lessee as of the effective date of this Lease Agreement. Lessee shall maintain Ottawa County, the Ottawa County Park & Recreation

Commission, the Ottawa County Parks & Recreation Department, and their officers, directors, employees and agents, as additional named insureds on a policy of insurance for all risks. The required insurance policy shall have comprehensive general policy limits of not less than \$1,000,000. In addition, Lessee shall maintain Worker's Disability Compensation Insurance in a form and according to such limits as may be required by Michigan law. Written proof of the existence of such insurances shall be supplied by Lessee as of effective date of this Lease Agreement, and at such times during the lease term thereafter as Lessor may reasonably require.

11. Additional Agreement of Lessee: Lessee understands and acknowledges that the Eastmanville Farm Park property is owned and operated by Lessor as publicly owned park serving the general public and the residents of Ottawa County. Lessee agrees to conduct all operations on the leased acreage and on any of the properties which are a subject matter of this Lease Agreement in a neat, clean, and business-like manner, according to ~~accepted~~ acceptable standards and practices for a well-run agricultural education center. Lessee will commit no act of waste and will take good care of the premises and the fixtures and appurtenances on it, and will, in the use and occupancy of the leased acreage and of any of the properties which are a subject matter of this Lease Agreement, conform to all applicable laws and regulations. All equipment, supplies, farm animals, and harvested crops will be maintained, cared-for, and stored by Lessee in a neat, clean and appropriate manner. All farm, equipment, supplies and farm animals will be removed by Lessee, at its sole expense and risk, at the close or termination of this Lease Agreement, unless otherwise agreed to by the parties in writing.

12. Sub-Lease by Lessee: The leased acreage shall not be sub-leased by Lessee for any purposes to any person or entity without the express, written consent of the Lessor. Provided, however, that the Lessee may, from time-to-time, sub-lease portions of the leased ~~premises~~ **acreage** for farming, crops, pasturage, animal husbandry, and other similar purposes which are not inconsistent with the terms of this Lease Agreement, and the proceeds from which, if any, shall be used **by Lessee** to offset the cost of Lessee's operations at the West Michigan Agricultural Education Center, and/or to provide for future projects at the agricultural education center. All such proposed sub-leases must be in writing and are subject to review and **administrative** approval by Lessor, which consent will not be unreasonably withheld.

13. Use of Pesticides, Fertilizers, and Similar Chemical Sprays and Applications: Neither the Lessee nor any Sub-Lessee may use **legally permitted** pesticides, fertilizers, and other chemical sprays and applications ~~of a type, or~~ in a manner which may cause harm or physical distress to ~~farm-park~~ visitors **at the West Michigan Agricultural Education Center** or to the general public. During the term of this Lease Agreement, **to the extent possible**, Lessee shall advise the Ottawa County Parks & Recreation Department of the proposed dates of any spraying or applications to be made to the leased acreage and on any properties which are a subject matter of this Lease Agreement, and shall provide a written explanation of any and all known risks posed thereby. Providing, on a timely basis, a copy of any written information supplied, in the normal course of business, by a commercial source for such chemicals, sprays, or applications, shall be sufficient notification.

14. Compliance With Environmental Laws & Regulations: Lessee will, throughout the term of this Lease Agreement, comply with and abide by all laws, statutes, ordinances, rules and regulations of any governmental authority having jurisdiction over Lessee's operations concerning environmental matters, including, but not limited to, any discharge into the air, waterways, drains, soil or ground water of any chemical, substance, animal effluent, or pollutant of any kind. Compliance with all environmental laws and regulations shall be at the exclusive cost of the Lessee.

15. Acceptance of Leased Acreage "As Is," and Agreement to Surrender in Good Condition:

Lessee has had a complete opportunity to inspect the leased acreage and all of the properties, improvements, and facilities which are the subject of this Lease Agreement, including Year-to-Year Lease Areas, the Shared Use Area, and the Lease Access Zones, and accepts the leased acreage and ~~the~~ all related properties, improvements and facilities "as is." Lessee agrees that, on the last day of this Lease Agreement, or as of the date of its earlier termination, Lessee will surrender the leased acreage and all related properties, improvements and facilities to Lessor in good condition, reasonable wear and tear, and damage by fire, act of god, or the elements excepted.

16. Nondiscrimination: Lessee, in performing under this Lease and in operating the West Michigan Agricultural Education Center, shall not discriminate against any person because of race, creed, color, religion, age, weight, sex, national origin or handicap. Lessee agrees to post in conspicuous places notices setting forth the provisions of this nondiscrimination clause, and/or to post other similar notices regarding nondiscrimination as may be required by federal and applicable state law. All

development and operations of the leased acreage undertaken by Lessee shall be compliant with the terms of the Americans With Disabilities Act (“ADA”) and with state law. Any remodeling, construction, reconstruction, installation of improvements or other work done to the leased acreage shall be, to the extent required by law, performed by the Lessee in compliance with ADA and state law requirements and regulations.

17. Right to Enter Premises: During the term of this Lease Agreement, the Lessor reserves the right to enter, inspect, make **minor** repairs upon, post notices and otherwise have access to the leased acreage and all related properties. This right of access shall include the public use of park trails and park facilities for equestrian activity and hiking as may be agreed by the parties, provided however, that Lessor will make every effort to coordinate such uses so as not to unreasonably interfere with the Lessee’s operations at the agricultural education center.

18. Notices: All notices to be sent regarding operations of the agricultural education center and/or regarding compliance with the terms of this Lease Agreement shall be sent in writing to:

A. For the County of Ottawa:

John Scholtz, Parks & Recreation Director
Ottawa County Parks & Recreation Department
12220 Fillmore St.
West Olive, MI 49460

B. For the Lessee:

Chairperson
West Michigan Agricultural Education Center
7851 Leonard
Coopersville, MI 49404

The Ottawa County Parks & Recreation Department shall be the County Oversight Agency for the Administration of this Lease Agreement.

19. Termination of Lease Agreement: This Lease Agreement may be terminated by Lessor on ninety (90) days prior written notice for failure of the Lessee to abide by the terms and conditions of the Lease Agreement, including all Exhibits. This Lease Agreement may be terminated without cause by either party on one (1) year's prior written notice. Upon termination of the Lease Agreement, or, if upon the close of the term of the Lease Agreement, the parties are not able to agree on the terms of a written renewal or extension of the Lease Agreement, all structural improvements, physical improvements, and fencing placed by Lessee on the leased acreage shall be and become the property of the Lessor, unless otherwise agreed to by the parties, in writing. Upon termination, Lessee will, to the maximum extent practicable, be allowed to tend and harvest crops through the relevant growing season.

20. Non-Waiver: The failure of Lessor to insist on strict performance of any of the covenants or conditions of this Lease Agreement in any one or more instances will not be construed as a waiver or relinquishment of any such covenants or conditions but the same will be and remain in full force and effect. No covenant, term or conditions of this Lease Agreement will be deemed to have been waived by Lessor, unless such a waiver is in writing signed by the authorized representatives of Lessor.

21. Laws of the State of Michigan: This Lease Agreement is made in and shall be interpreted according to the laws of the State of Michigan. Jurisdiction and venue of any action brought by either party to interpret or enforce the terms of this Lease Agreement shall be in the 20th Circuit Court, in Ottawa County, Michigan.

22. Entire Agreement: The parties understand and acknowledge that this Lease Agreement including all Exhibits, constitutes the entire agreement of the parties, and that all prior agreements and understandings are fully merged [this Lease Agreement](#) herein. This Lease Agreement may not be changed or modified by the parties except by mutual agreement, set forth in writing and executed by the parties hereto.

In witness whereof, the parties have executed this Lease Agreement.

WITNESSETH

COUNTY OF OTTAWA

Philip Kuyers, Chairperson
Board of Commissioners

Daniel C. Krueger, Ottawa County Clerk

LESSEE

By: _____

Its: _____

By: _____

Its: _____

We have read the attached Lease Agreement and agree to its terms:

WITNESSETH

OTTAWA COUNTY PARKS &
RECREATION DEPARTMENT BOARD
COMMISSION

By: _____

Its: Chairperson

By: _____

Its: Secretary

EXHIBIT “A”

RESOLUTION

OTTAWA COUNTY BOARD OF COMMISSIONERS
DETERMINATION OF BENEFIT

COUNTY OF OTTAWA

STATE OF MICHIGAN

RESOLUTION

At a regular meeting of the Board of Commissioners of the County of Ottawa, Michigan, held at the Fillmore Complex in the Township of Olive, Michigan on the _____ day of _____, 2011 at ___ o'clock p.m. local time.

PRESENT: Commissioners: _____

ABSENT: Commissioners: _____

It was moved by Commissioner _____ and supported by Commissioner _____ that the following Resolution be adopted:

WHEREAS, the County of Ottawa owns certain acreage located at 7851 Leonard Road, Coopersville, Michigan 49404, which acreage is currently being used as a portion of a public park known as the "Eastmanville Farm Park" under the direction of the Ottawa County Parks & Recreation Commission and the Ottawa County Parks & Recreation Department; and,

WHEREAS, the West Michigan Agricultural Education Center, a Michigan not-for-profit corporation, (WMEAC) has proposed to lease a portion of the Eastmanville Farm Park, on terms set forth in the proposed "Lease Agreement" attached hereto; and,

WHEREAS, pursuant to the Lease Agreement, WMEAC proposes to lease, develop and operate a portion of the acreage as an "agricultural education center" to be known as the "West

Michigan Agricultural Center,” which would be open to the general public and to the residents of Ottawa County for purposes of agricultural education, agricultural training, best-practices demonstrations, and for other, similar purposes; and,

WHEREAS, WMAEC is an entity composed of and associated with individuals and parties experienced in the ownership and operation of agricultural facilities, and is capable of operating an agricultural education center in accordance with the Lease Agreement in such a manner that the West Michigan Agricultural Education Center will continue to benefit and educate the general public and residents of Ottawa County in future years; and,

WHEREAS, pursuant to the terms of the Lease Agreement, WMAEC will work cooperatively with Ottawa County, the Ottawa County Parks & Recreation Commission, and the Ottawa County Parks & Recreation Department to develop and operate the proposed agricultural education center in a manner which will benefit the County of Ottawa, the operations of the Ottawa County parks system, the general public and the residents of Ottawa County; by providing public opportunities for purposes of agricultural education, agricultural training, best-practices demonstrations, and for other, similar beneficial purposes; and,

WHEREAS, the execution of the “Lease Agreement” is beneficial to the County of Ottawa and to its residents, for the purposes set forth herein; and,

WHEREAS, the execution of the Lease Agreement is consistent with Goal #3 of the Ottawa County Board of Commissioners, [“To Contribute to a Healthy Physical Economic and Community Environment”] Objective 2 [“Consider opportunities to improve economic development in the region] and Objective 3 [“Continue initiatives to preserve the physical environment”]; and,

WHEREAS the Ottawa County Parks & Recreation Commission has reviewed and approved the terms of the Lease Agreement with WMAEC; and,

WHEREAS, the Ottawa County Board of Commissioners is empowered and authorized to enter into the Lease Agreement according to statute, MCL 46.11(d) and MCL 45.5.

NOW, THEREFORE BE IT RESOLVED:

(1) That the Ottawa County Board of Commissioners makes its determination and finds that it is beneficial to the County of Ottawa and to the citizens of Ottawa County to enter into the Lease Agreement with the West Michigan Agricultural Education Center, a Michigan not-for-profit corporation.

(2) That the terms of the Lease Agreement, of which this Resolution shall constitute an exhibit, are agreed to by the Ottawa County Board of Commissioners, on behalf of the County of Ottawa.

(3) That the Board Chairperson and County Clerk are authorized and directed to sign the Lease Agreement with WMAEC on behalf of the County of Ottawa, and to take all other necessary actions to implement the terms of the Lease Agreement.

BE IT FURTHER RESOLVED, that all resolutions and parts of resolutions insofar as they conflict with this Resolution are hereby repealed.

YEAS: Commissioners: _____

NAYS: Commissioners: _____

ABSTENTIONS: Commissioners: _____

RESOLUTION ADOPTED.

Chairperson, Ottawa County
Board of Commissioners

Ottawa County Clerk

EXHIBIT “C”

PLAN OF DEVELOPMENT AND OPERATION

The mission of the West Michigan Agricultural Education Center (WMAEC) is to provide year-round activities, seasonal activities, special events and educational programs for visitors of all ages that focus on the diverse agricultural heritage of West Michigan, with an emphasis on current and emerging agricultural practices.

The West Michigan Agricultural Education Center will provide educational opportunities for the **general** public regarding commercial agricultural production practices from planting to harvest, about conservation techniques utilized during agricultural production, and about the commercial livestock industry.

The general public will have access to view the activities at WMAEC by use of the north-south road (by walking, not with the use of vehicle) and by the use of the equestrian trail. As the agricultural education center progresses (hopefully by year 3 or 4) field plots may be created with planned walkways through the plots for pedestrian traffic only.

During the first 3-5 years of operations, the main source of income to cover operational expenses and educational activities will be through the sub-lease of ground, **the** sale of harvested crops, and through donated funds, supplies, and labor.

Year 1

The intent of WMAEC is to sub-lease a portion of the property to a sub-lessee for the removal of hay while placing crops in approximately 10-50 acres. A portion of the acres may be cropped in partnership with the Coopersville FFA chapter. Other partnerships are currently being developed with the hopes of additional ground being utilized during the first or second cropping season.

Signage will be developed and placed in appropriate areas for the purpose of static educational display. The displays will provide information to the public on agricultural activities and the techniques used.

It is the intent of WMAEC to establish a collaborative effort with the Ottawa County Parks & Recreation Department and other partners regarding land improvement and conservation projects.

Year 2-5

Through additional partnerships, WMAEC anticipates that the amount of ground being planted in crops will continue to grow (dependent on funding). Portions of the property may continue to be sub-let to harvest the grass/hay. By year 3 or 4, WMAEC hopes to

have fencing up with a small herd of cattle which will showcase rotational grazing and the proper care of livestock pastures.

Educational activities will continue to grow with each year. By year 3, WMAEC intends to offer at least 3-5 educational field days based around farming & conservation activities such as planting, harvesting, pasture walks, and the like.

Years 5 – 10

Dependent on funding, WMAEC will continue to expand educational opportunities through static displays, interactive websites, focused education programs to elementary and high school classes as well as the general public and agricultural community. WMAEC will begin a more intense fund development program towards the long-term goal of an agricultural education with full-time employees to manage the farm and provide educational programming.

Some Possible Future Educational Opportunities and Partnerships

- Community Gardens
- Webcam(s) viewing activities at the farm
- Renewable Energy (i.e. Wind, Digestion, and Biofuels)
- Meteorological Activities/Anemometers
- Youth Livestock Projects & Programs
- Growth of livestock exhibits
- Apiculture
- Specialized Conservation Practices Education
 - Buffer Strips, grass waterways, erosion control structures, tiling & waterway management, pollinator plantings, plantings to promote wildlife habitat
- Fencing exhibit
- Pasture Management
- Growth of Fruit Exhibit
- Viticulture
- Bioenergy Crop Production Test Plot (Corn, Sorghum, Ornamental Grasses, Switch grass, Oriental Mustard, Canola, and similar crops).
- Composting
- FireWise Garden

STANDARDS AND PROCEDURES

Signing – Parks Department and WMAEC shall agree in writing upon standards for signing to ensure both quality and consistency.

Shared Use Area and Lease Access Zones – The north-south road to the back of the property and any other Shared Use Area and Lease Access Zones shall be kept in good repair, with each party responsible for repairing damage to the road based on the impact of their use.

Aesthetics – Both parties agree to maintain all areas in a clean, neat and inviting appearance.

Safety – All publicly accessible areas are to be kept in a safe condition suitable for safe use by the general public. Equipment operation in publicly accessed areas shall be done in a safe manner by all parties with equipment yielding to trail users and public. Any uses which would require temporarily closing a publicly accessible portion of the park shall be agreed to by the Ottawa County Parks Department.

Special Events – Both the Ottawa County Parks Department and WMAEC shall give the other entity advance notice of planned special events and coordinate details in a manner to maximize public benefit and to minimize impact on the other party's use of the leased premises and any shared facilities.

Approval - Prior verbal or written approval must be obtained from an Ottawa County Parks Department representative for activities at the leased premises that may affect the use, enjoyment, safety and well-being of park visitors, neighbors and / or the general public. Examples may include site construction and other physical changes, erection of signs, development of access points, hours of operation, storage of equipment, special events, access of vehicles and equipment. The parties will work cooperatively to achieve these objectives.

REPRESENTATIVES AND RESPONSIBILITIES

OTTAWA COUNTY PARKS DEPARTMENT

- Director of Parks and Recreation: Responsible for discharge of lease agreement and provides Parks Department representation on WMEAC Board.
-
- Coordinator of Maintenance and Operations: Responsible for field coordination of lease agreement.
-
- North Area Parks Supervisor: Responsible for field oversight and field liaison with WMEAC, and others.

WMEAC BOARD MEMBERS

The board shares responsibilities for the plan and development of the ground being leased, the educational activities that will occur, and working with volunteers and day-to-day operations. The main contact person is the chair of the board.

Matt Hehl, Chair of the Board

John Willcome, Vice Chairman of the Board

Adam J. Kantrovich, Treasurer

Dave Kulicamp, Secretary

Roger Umlor

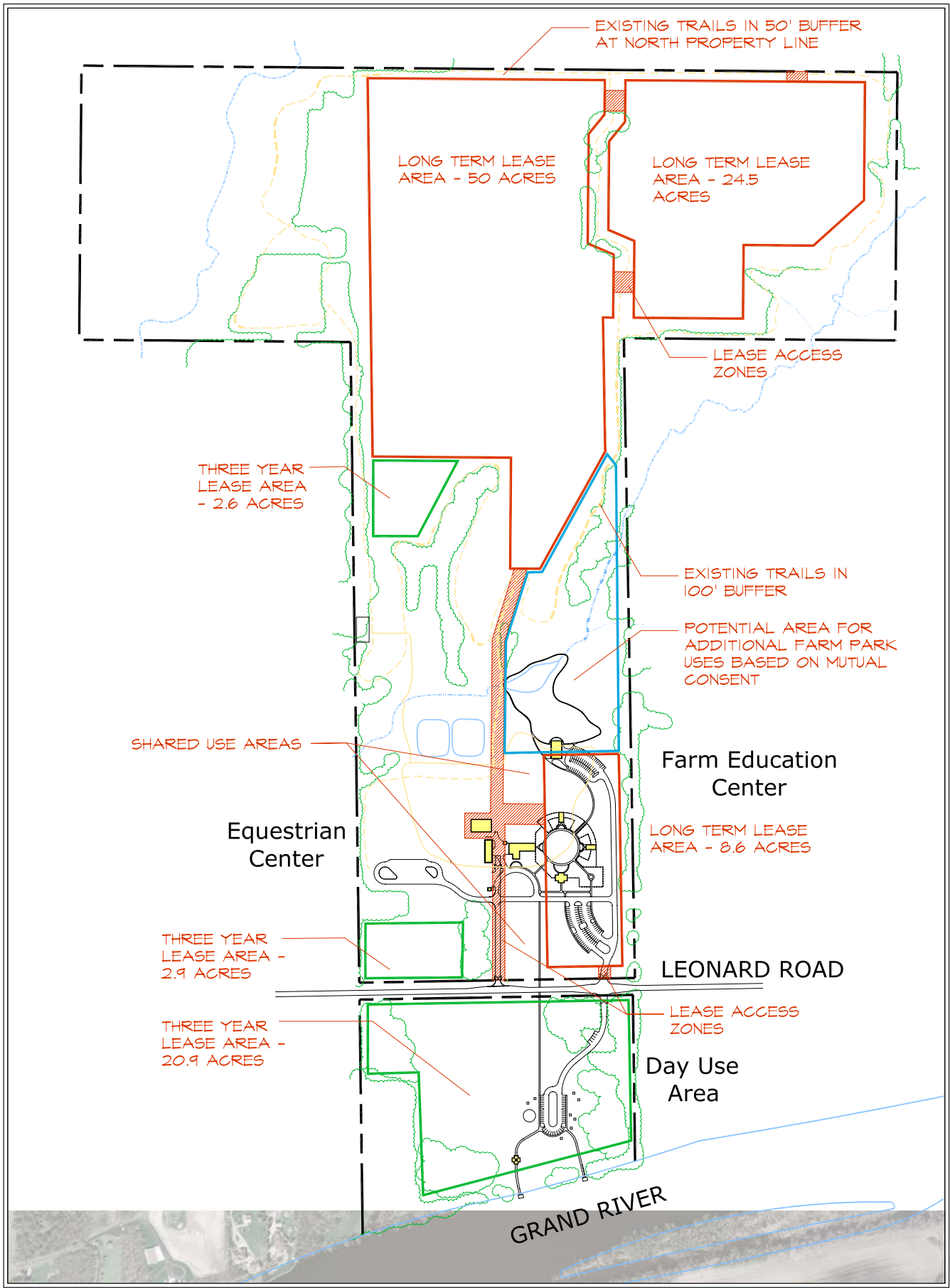
Roger Victory

A representative designated by the Ottawa County Parks & Recreation Commission.

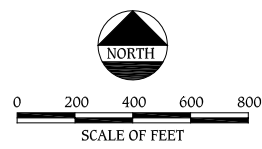
NOTE: Membership of the Board of Directors of the WMAEC may change from time-to-time, as members retire and/or new members join the Board.

EXHIBIT "B"

GENERAL DESCRIPTIVE MAP



Lease Area Plan
Eastmanville Farm
 Polkton Township, Michigan
 JUNE 1, 2011



Ottawa County Parks & Recreation Commission
 12220 Fillmore Street
 West Olive, Michigan 49460
 (616) 738-4810 www.miottawa.org

E X H I B I T “D”

SPECIAL LEASE AGREEMENT FOR
“~~YEAR-TO-YEAR~~” “~~THREE-YEAR~~” LEASE AREAS

This Special Lease Agreement is made this ____ day of _____, _____ by and between the County of Ottawa, for an on behalf of the Ottawa County Parks & Recreation Commission and the Ottawa County Parks & Recreation Department, 12220 Fillmore Street, West Olive, Michigan 49460 (“Lessor”) and the West Michigan Agricultural Education Center, 7851 Leonard Road, Coopersville, Michigan 49404 a Michigan not-for-profit corporation (“Lessee”), with reference to the following facts and circumstances:

A. The parties are Lessor and Lessee, respectively, of certain leased acreage leased to the West Michigan Agricultural Education Center, pursuant to a ten-year Lease Agreement dated June _____, 2011 (“the Lease Agreement”).

B. In Exhibit “B,” the Lease Agreement identifies three (3) potential “~~Year-to-Year~~” “~~Three-Year~~ Lease Areas” (Area #1, Area #2, and Area #3) which may be leased from Lessor by Lessee for uses and activities which are consistent with the Plan of Development and Operation (Exhibit “C”) under the Lease Agreement.

WHEREFORE THE PARTIES AGREE AS FOLLOWS:

1. General Agreement of Lease: For the sum of \$1 paid by Lessee on the effective date of this Special Lease Agreement, and for the promises and assurances set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, Ottawa County agrees to lease that portion of the Eastmanville Farm Park acreage identified as “~~Year-to-Year~~” “~~Three-Year~~ Lease Area _____,” for the purposes of _____

which purposes are identified and acknowledged by both parties as being consistent with the “Plan of Operation and Development” for the West Michigan Agricultural and Education Center, being Exhibit “C” of the Lease Agreement.

2. Term of Lease Agreement: The effective date of this **Three Year** Lease Agreement shall be _____, _____, _____. Lessee shall have complete access to ~~“Year-to-Year”~~ **Three-Year** Lease Area _____ as of the effective date of this Special Lease Agreement. This Special Lease Agreement shall be in effect for ~~one (1)~~ **three (3)** year from its effective date and may (i) be renewed by the parties thereafter on conditions to be negotiated by the parties, or (ii) be terminated by either party as provided for in the Lease Agreement. Except as inconsistent with the express terms set forth herein, the terms of the Lease Agreement shall govern and control the activities of the Lessee under this Special Lease Agreement, and are expressly incorporated herein.

3. Specific Terms and Conditions (if any):

In witness whereof, the parties have executed this Special Lease Agreement.

WITNESSETH

COUNTY OF OTTAWA

Philip Kuyers, Chairperson
Board of Commissioners

Daniel C. Krueger, Ottawa County Clerk

LESSEE

By: _____

Its: _____

By: _____

Its: _____

We have read the attached Special Lease Agreement and agree to its terms:

WITNESSETH

OTTAWA COUNTY PARKS &
RECREATION ~~DEPARTMENT BOARD~~
COMMISSION

By: _____

Its: Chairperson

By: _____

Its: Secretary

Action Request



Committee: Board of Commissioners

Meeting Date: 6/14/2011

Requesting Department: Corporate Counsel

Submitted By: Greg Rappleye

Agenda Item: Lease of Farmland and Lease Assignment – Meerman Acreage at Eastmanville Farm

SUGGESTED MOTION:

To approve/ratify the Lease of Farmland of certain acreage at the Eastmanville Farm to Luke Meerman, and to approve/ratify the Lease Assignment of the County's interest in that Lease of Farmland to the Ottawa County Agricultural Education Center.

SUMMARY OF REQUEST:

For a number of years Ottawa County has leased a portion of the Eastmanville Farm Park to Luke Meerman for the planting and harvest of hay and other crops. This motion will approve/ratify that agreement for 2011, and assign the lease to the West Michigan Agricultural Education Center as Lessor.

FINANCIAL INFORMATION:

Total Cost: \$0.00 General Fund Cost: \$0.00 Included in Budget: Yes No

If not included in budget, recommended funding source:

ACTION IS RELATED TO AN ACTIVITY WHICH IS:

Mandated Non-Mandated New Activity

ACTION IS RELATED TO STRATEGIC PLAN:

Goal: 3: To Contribute to a Healthy Physical, Economic, & Community Environment.

Objective: 2: Consider opportunities to improve economic development in the region.

3: Continue initiatives to preserve the physical environment.

ADMINISTRATION RECOMMENDATION: Recommended Not Recommended Without Recommendation

County Administrator: **Alan G. Vanderberg**

Digitally signed by Alan G. Vanderberg
DN: cn=Alan G. Vanderberg, o=US, ou=County of Ottawa, ou=Administrator's Office, email=avanderberg@miottawa.org
Reason: I am approving this document
Date: 2011.06.02 10:32:41 -0400

Committee/Governing/Advisory Board Approval Date: Planning and Policy Committee 6/9/2011

LEASE OF FARMLAND AND LEASE ASSIGNMENT

This Agreement is made this ____ day of _____ 2011, by and between the County of Ottawa, a Michigan municipal corporation, (“the County”) and Luke Meerman, 14238 - 60th Avenue, Coopersville, Michigan, 49404, (“Meerman”) with reference to the following facts and circumstances:

- A. The County owns property known as “Eastmanville Farm” located at 7851 Leonard Road, Coopersville, Michigan 49404.
- B. The County has farmland at Eastmanville Farm, as more particularly described in Exhibit A attached hereto, and is interested in leasing this land out for land management purposes.

Now therefore, for the mutual promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. General Agreement: Meerman shall lease farmland at Eastmanville Farm, as more particularly described in Exhibit “A” attached hereto. The amount of property available to Meerman under this Lease is estimated, but not warranted to be 109.5 acres, more or less. Meerman represents that he has seen the subject property and fully understands and accepts the quantity, location, and “as is” condition of the farmland subject to this Lease.

2. Amount and Timing of Payments: The lease shall be in an amount of \$6570, for 2011. This includes approximately 109.5 acres at \$60 per acre for producing hay. This Lease shall be for the entire amount of farmland as shown in Exhibit “A,” and

lease payments shall not be varied based upon the amount of land actually utilized by Meerman, its profitability, or upon the specific uses made thereby. Meerman shall pay 50% of the annual amount due to Ottawa County on July 1 and 50% on December 31, 2011. Payment will be made to:

County Of Ottawa
Parks & Recreation Department
12220 Fillmore Street
West Olive, Michigan 49460

A portion of the lease payment may be paid in the form of services rendered, including disking, re-seeding, moving gravel and topsoil, or mowing. The value and type of work to be performed shall be agreed to in advance with written authorization required from the Director of the Parks & Recreation Department.

3. Term of Lease: Meerman shall have access to the subject property as of the date of this Agreement. This lease shall be in effect through December 31, 2011, and may be renewed by the parties thereafter on a year-to-year basis.

4. Additional Agreements of Meerman: Meerman understands and acknowledges that Eastmanville Farm operates as a publicly owned park serving residents and visitors of Ottawa County. Meerman agrees to conduct all farming operations on the Eastmanville Farm property in a neat, clean, and business-like manner, according to accepted standards and practices for well-run farming operations within Ottawa County. All farm equipment, supplies and harvested crops will be maintained and stored in mutually agreed upon locations by Meerman in a neat and clean manner. All equipment and supplies will be removed by Meerman, at his sole expense and risk, at the close of this Lease, unless otherwise agreed to by the parties in writing.

5. Use of Pesticides, Fertilizers, and Similar Chemical Sprays and Applications: Meerman shall not use pesticides, fertilizers, and other chemical sprays and applications of a type, or in a manner, which may cause harm or physical distress to park users. During the term of this Lease, Meerman shall advise the Park Operations Superintendent of the proposed dates of any spraying or applications, and of the brand and types of all pesticides, fertilizers, chemical sprays or applications to be made to the farmland, and shall provide a written explanation of any and all known risks posed thereby. Providing, on a timely basis, a copy of any written information supplied, in the normal course of business, by a commercial source for such chemicals, sprays, or applications, shall be sufficient notification.

6. Prohibition Upon Sub-Lease by Meerman: The farmland subject to this Lease shall not be sub-leased by Meerman to any person or entity without the express, written consent of the authorized representatives of the County.

7. Right to Enter Premises: During the term of this Lease, the County reserves the right to enter, inspect, make repairs upon, develop mineral resources, post notices and otherwise have access to the farmland leased hereunder, including public use of park trails for equestrian activity and hiking, provided however, that the County will make every effort to coordinate public use so as not to unreasonably interfere with farming operations or destroy the crops of Meerman.

8. Insurance: At all times under this Lease, Meerman shall maintain comprehensive general liability insurance covering all risks and having limits of not less than \$1,000,000 dollars. The County of Ottawa shall be named as an additional insured on the policy. Proof of the existence of the Policy, shall be provided by Meerman at the

commencement of this Lease, and shall be furnished at any time during the term of this Lease, upon written request of an authorized representative of Ottawa County.

9. Indemnification and Hold Harmless: Meerman shall indemnify and hold harmless the County of Ottawa, the Ottawa County Board of Commissioners, and the officers, directors, employees, and agents thereof, from any and all risks, claims, causes of action, lawsuits or expenses, including costs, interest, or attorney fees, arising or alleged to have arisen on the subject premises, or as a result of, or in association with, the operations of Meerman on the property which is the subject matter of this Lease Agreement. The obligation to indemnify and hold harmless hereunder extends to all claims for loss, whether for personal injury, property damage, or otherwise, to any person or entity.

10. Entire Agreement: The parties understand and acknowledge that this Lease constitutes the entire agreement of the parties, and that all prior agreements and understandings are fully merged herein. This Lease may not be changed or modified by the parties except by mutual agreement, set forth in writing and executed by the parties hereto.

In witness whereof, the parties have executed this Lease Agreement.

COUNTY OF OTTAWA

Philip Kuyers, Chairperson
Ottawa County Board of Commissioners

Daniel C. Krueger, Ottawa County Clerk

Luke Meerman

EXHIBIT "A"

ASSIGNMENT OF LEASE OF FARMLAND

Upon the effective date of the Lease Agreement between the County of Ottawa and the West Michigan Agricultural Education Center (“the Lease Agreement”), this Lease shall be automatically assigned from Lessor to the West Michigan Agricultural Education Center, which shall thereafter be the Lessor under this Lease of Farmland, with all profits, rights, duties and obligations assigned to it thereunder. The County of Ottawa, Luke Meerman, and the West Michigan Agricultural Education Center, by the signatures of their authorized representatives, acknowledge and agree to the assignment of the Lease of Farmland upon the effective date of the Lease Agreement.

WITNESSETH

COUNTY OF OTTAWA

By: _____
Philip Kuyers, Chairperson
Board of Commissioners

By: _____
Daniel C. Krueger, County Clerk

By: _____
Luke Meerman

WEST MICHIGAN AGRICULTURAL
EDUCATION CENTER

By: _____

Its: Chairperson

By: _____

Its: Secretary

Action Request



Committee: Board of Commissioners

Meeting Date: 6/14/2011

Requesting Department: Parks and Recreation

Submitted By: Keith Van Beek

Agenda Item: Olive Shores Grant Agreement

SUGGESTED MOTION:

To approve and authorize the Board Chair and Clerk to sign the resolution accepting the terms of the grant agreement with the Michigan Department of Natural Resources for the Olive Shores Park Improvement Project.

SUMMARY OF REQUEST:

Ottawa County Parks has been awarded a grant from the Michigan Natural Resources Trust Fund to assist with improvements to the Olive Shores property in Port Sheldon Township. The Parks Commission is requesting Board of Commissioners approval of the grant agreement for the project.

The Olive Shores Park Improvement Project will construct essentially all items called for in the park master plan for this new 20.5 acre park with 738 feet on Lake Michigan. Development items include entry drive and parking, modern restrooms, stairs and boardwalks to provide beach access, scenic overlooks, trails, interpretive displays, picnic areas and other park improvements.

The grant will pay 50% or up to \$365,000 of the estimated \$730,000 project. Ottawa County Parks will match the grant with \$365,000 from the county parks millage.

The grant agreement includes terms which Ottawa County has approved for past grant projects. Terms include commitments to fund a portion of the project cost, keep the land in public recreation use in perpetuity, ensure it is open to all people on equal terms, etc.

FINANCIAL INFORMATION:

Total Cost: \$730,000.00 General Fund Cost: \$0.00 Included in Budget: Yes No

If not included in budget, recommended funding source: 50% from Grant 50% from Parks Millage

ACTION IS RELATED TO AN ACTIVITY WHICH IS:

Mandated Non-Mandated New Activity

ACTION IS RELATED TO STRATEGIC PLAN:

Goal: 3: To Contribute to a Healthy Physical, Economic, & Community Environment.

Objective: 4: Continue initiatives to positively impact the community.

ADMINISTRATION RECOMMENDATION: Recommended Not Recommended Without Recommendation

County Administrator: **Alan G. Vanderberg**

Digitally signed by Alan G. Vanderberg
DN: cn=Alan G. Vanderberg, o=US, ou=County of Ottawa, ou=Administrator's Office, email=avanderberg@ottawa.org
Reason: I am approving this document
Date: 2011.06.02 10:38:56 -0400

Committee/Governing/Advisory Board Approval Date: Planning and Policy Committee 6/9/2011



MEMORANDUM

Date: May 31, 2011
To: Ottawa County Board of Commissioners
From: John Scholtz, Parks and Recreation Director
RE: Olive Shores Grant Agreement

Ottawa County Parks has been awarded a grant from the Michigan Natural Resources Trust Fund to assist with improvements to the Olive Shores property in Port Sheldon Township. The Parks Commission is requesting Board of Commissioners approval of the grant agreement for the project.

The Olive Shores Park Improvement Project will construct essentially all items called for in the park master plan for this new 20.5 acre park with 738 feet on Lake Michigan. Development items include entry drive and parking, modern restrooms, stairs and boardwalks to provide beach access, scenic overlooks, trails, interpretive displays, picnic areas and other park improvements.

The grant will pay 50% or up to \$365,000 of the estimated \$730,000 project. Ottawa County Parks will match the grant with \$365,000 from the county parks millage.

The grant agreement includes terms which Ottawa County has approved for past grant projects. Terms include commitments to fund a portion of the project cost, keep the land in public recreation use in perpetuity, ensure it is open to all people on equal terms, etc.

Proposed motion:

To approve and authorize the Board Chairperson and Clerk to sign the resolution accepting the terms of the grant agreement with the Michigan Department of Natural Resources for the Olive Shores Park Improvement Project.

This request relates to a non-mandated activity and supports Goal 3 of the Board of Commissioner's Strategic Plan: *To contribute to a healthy physical, economic, and community environment.*

The Ottawa County Board of Commissioners
of the County of Ottawa

RESOLUTION APPROVING THE GRANT AGREEMENT WITH THE MICHIGAN
DEPARTMENT OF NATURAL RESOURCES FOR THE OLIVE SHORES PARK
IMPROVEMENT PROJECT.

At a regular meeting of the Board of Commissioners of the County of Ottawa held in the Ottawa County Fillmore Street Complex, West Olive, Michigan in said County on June 14, 2011.

PRESENT:

ABSENT:

The following preamble and resolution were offered by _____
and supported by _____

WHEREAS, Part. 19, Natural Resources Trust Fund, of the Natural Resource and Environmental Protection Act, Act 451 of the Public Acts of 1994, establishes the Michigan Natural Resources Trust Fund which provides for acquisition and development of lands for public outdoor recreation purposes;

AND WHEREAS, the County of Ottawa desires to improve its Olive Shores County Park for public outdoor recreational purposes;

AND WHEREAS, the aforementioned unit of government agrees to be solely responsible for the operation and maintenance of the park improvements as set forth in said Agreement;

THEREFORE BE IT RESOLVED, that the County of Ottawa, Michigan, does hereby accept the terms of the Agreement as received from the Michigan Department of Natural Resources, and that the County of Ottawa does hereby specifically agree, but not by way of limitation, as follows:

1. To appropriate all funds necessary to complete the project during the project period and to provide Three Hundred Sixty-Five Thousand (\$365,000) dollars to match the grant authorized by the DEPARTMENT.
2. To maintain satisfactory financial accounts, documents, and records to make them available to the DEPARTMENT for auditing at reasonable times.
3. To construct the project and provide such funds, services, and materials as may be necessary to satisfy the terms of said Agreement.

4. To regulate the use of the facility constructed and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.
5. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution.

The following aye votes were recorded:

The following nay votes were recorded:

STATE OF MICHIGAN)
) ss
 COUNTY OF OTTAWA)

I, Daniel C. Krueger, Clerk of the County of Ottawa, Michigan, do hereby certify that the above is a true and correct copy of the Resolution relative to the Agreement with the Michigan Department of Natural Resources, which Resolution was adopted by the County of Ottawa at a meeting held June 14, 2011.

 Signature

Ottawa County Clerk
 Title

June 14, 2011
 Date

RESOLUTION DECLARED ADOPTED.

 Chairman, Philip D. Kuyers

 County Clerk, Daniel Krueger



**MICHIGAN NATURAL RESOURCES TRUST FUND
DEVELOPMENT PROJECT AGREEMENT**

Project Number: TF10-101

Project Title: Olive Shores Park Improvement

This Agreement is between the Michigan Department of Natural Resources for and on behalf of the State of Michigan ("DEPARTMENT") and the **COUNTY OF OTTAWA** ("GRANTEE"). The DEPARTMENT has authority to issue grants to local units of government for the development of public outdoor recreation facilities under Part 19 of the Natural Resources and Environmental Protection Act, Act 451 of 1994, as amended. The GRANTEE has been approved by the Michigan Natural Resources Trust Fund (MNRTF) Board of Trustees (BOARD) to receive a grant. In PA 16 of 2011, the Legislature appropriated funds from the MNRTF to the DEPARTMENT for a grant-in-aid to the GRANTEE. As a precondition to the effectiveness of the Agreement, the GRANTEE is required to sign the Agreement and return it to the DEPARTMENT with the necessary attachments by **July 1, 2011**.

1. The legal description of the project area (APPENDIX A); boundary map of the project area (APPENDIX B); and Recreation Grant application bearing the number **TF10-101** (APPENDIX C) are by this reference made part of this Agreement. The Agreement together with the referenced appendices constitute the entire Agreement between the parties and may be modified only in writing and executed in the same manner as the Agreement is executed.
2. The time period allowed for project completion is the date of execution by the DEPARTMENT **through May 1, 2013**, hereinafter referred to as the "project period." Requests by the GRANTEE to extend the project period shall be made in writing before the expiration of the project period. Extensions to the project period are at the discretion of the DEPARTMENT. The project period may be extended only by an amendment to this Agreement.
3. This Agreement shall be administered on behalf of the DEPARTMENT through Grants Management.
 - a. All reports, documents, or actions required of the GRANTEE shall be submitted to the:

MICHIGAN NATURAL RESOURCES TRUST FUND
GRANTS MANAGEMENT
MICHIGAN DEPARTMENT OF NATURAL RESOURCES
PO BOX 30425
LANSING MI 48909-7925

b. The GRANTEE'S representative for this project is:

Name: John Scholtz Title: Director
Mailing Address: 12220 Fillmore St, West Olive, MI 49460
Phone Number: 616-738-4808 FAX: 616-738-4812
E-mail Address: jscholtz@miottawa.org

- c. All notices, reports, requests or other communications from the DEPARTMENT to the GRANTEE shall be sufficiently given when mailed and addressed as indicated above. The DEPARTMENT and the GRANTEE may by written notice designate a different address to which subsequent notices, reports, requests, or other communications shall be sent.
4. The words "project area" shall mean the land and area described in the attached legal description (APPENDIX A) and shown on the attached boundary map (APPENDIX B).
5. The words "project facilities" shall mean the following individual components, as further described in APPENDIX C.

Site Preparation and Grading	Signage
Parking and Vehicle Control	Landscaping
Trail and Beach Access Stairs	Permit Fees
Restrooms and Utilities	MNRTF Sign
Site Amenities and Furniture	

6. The DEPARTMENT agrees as follows:
- a. To grant to the GRANTEE a sum of money equal to **Fifty (50%) percent of Seven Hundred Thirty Thousand (\$730,000.00) dollars**, which is the total eligible cost of construction of the project facilities including engineering costs, but in any event not to exceed **Three Hundred Sixty-Five Thousand (\$365,000.00) dollars**.
- b. To grant these funds in the form of reimbursements to the GRANTEE for eligible costs and expenses incurred as follows:
- Payments will be made on a reimbursement basis at **Fifty (50%) percent** of the eligible expenses incurred by the GRANTEE up to 90% of the maximum reimbursement allowable under the grant.
 - Reimbursement will be made only upon DEPARTMENT review and approval of a complete reimbursement request submitted by the

GRANTEE on a form provided by the DEPARTMENT which includes an expenditure list supported by documentation as required by the DEPARTMENT, including but not limited to copies of invoices, cancelled checks, and/or list of force account time and attendance records.

- iii. The DEPARTMENT shall conduct an audit of the project's financial records upon approval of the final reimbursement request by DEPARTMENT engineering staff. The DEPARTMENT may issue an audit report with no deductions or may find some costs ineligible for reimbursement.
- iv. Final payment will be released upon completion of a satisfactory audit by the DEPARTMENT and documentation that the GRANTEE has erected an MNRTF sign in compliance with Section 7(k) of this Agreement.

7. The GRANTEE agrees as follows:

- a. To immediately make available all funds needed to incur all necessary costs required to complete the project and to provide **Three Hundred Sixty-Five Thousand (\$365,000.00) dollars** in local match. This sum represents **Fifty (50%) percent** of the total eligible cost of construction including engineering costs. Any cost overruns incurred to complete the project facilities called for by this Agreement shall be the sole responsibility of the GRANTEE.
- b. With the exception of engineering costs as provided for in Section 8, to incur no costs toward completion of the project facilities before execution of this Agreement and before written DEPARTMENT approval of plans, specifications and bid documents.
- c. To complete construction of the project facilities to the satisfaction of the DEPARTMENT and to comply with the development project procedures set forth by the DEPARTMENT in completion of the project, including but not limited to the following:
 - i. Retain the services of a professional architect, landscape architect, or engineer, registered in the State of Michigan to serve as the GRANTEE'S Prime Professional. The Prime Professional shall prepare the plans, specifications and bid documents for the project and oversee project construction.
 - ii. Within 180 days following execution of this Agreement by the GRANTEE and the DEPARTMENT and before soliciting bids or quotes or incurring costs other than costs associated with the development of plans, specifications, or bid documents, provide the DEPARTMENT with plans, specifications, and bid documents for the project facilities, sealed by the GRANTEE'S Prime Professional.
 - iii. Upon written DEPARTMENT approval of plans, specifications and bid documents, openly advertise and seek written bids for contracts for purchases or services with a value equal to or greater than \$25,000

and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.

- iv. Upon written DEPARTMENT approval of plans, specifications and bid documents, solicit three (3) written quotes for contracts for purchases or services between \$1,000 and \$25,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
 - v. Maintain detailed written records of the contracting processes used and to submit these records to the DEPARTMENT upon request.
 - vi. Complete construction to all applicable local, state and federal codes, as amended; including the federal Americans with Disabilities Act (ADA) of 1990, as amended; the Persons with Disabilities Civil Rights Act, Act 220 of 1976, as amended; the Playground Equipment Safety Act, P.A. 16 of 1997, as amended; and the Utilization of Public Facilities by Physically Limited Act, P.A. 1 of 1966, as amended; the Elliott-Larsen Civil Rights Acts, Act 453 of 1976, as amended.
 - vii. Bury all new telephone and electrical wiring within the project area.
 - viii. Correct any deficiencies discovered at the final inspection within 90 days of written notification by the DEPARTMENT. These corrections shall be made at the GRANTEE'S expense and are eligible for reimbursement at the discretion of the DEPARTMENT and only to the degree that the GRANTEE'S prior expenditures made toward completion of the project are less than the grant amount allowed under this Agreement.
- d. To operate the project facilities for a minimum of their useful life as determined by the DEPARTMENT, to regulate the use thereof to the satisfaction of the DEPARTMENT, and to appropriate such monies and/or provide such services as shall be necessary to provide such adequate maintenance.
 - e. To provide to the DEPARTMENT for approval, a complete tariff schedule containing all charges to be assessed against the public utilizing the project area and/or any of the facilities constructed thereon, and to provide to the DEPARTMENT for approval, all amendments thereto before the effective date of such amendments. Preferential membership or annual permit systems are prohibited on grant assisted sites, except to the extent that differences in admission and other fees may be instituted on the basis of residence. Nonresident fees shall not exceed twice that charged residents. If no resident fees are charged, nonresident fees may not exceed the rate charged residents at other comparable state and local public recreation facilities.
 - f. To adopt such ordinances and/or resolutions as shall be required to effectuate the provisions of this Agreement; certified copies of all such ordinances and/or resolutions adopted for such purposes shall be forwarded to the DEPARTMENT before the effective date thereof.
 - g. To separately account for any revenues received from the project area which exceed the demonstrated operating costs and to reserve such surplus

revenues for the future maintenance and/or expansion of the GRANTEE'S park and outdoor recreation program.

- h. To furnish the DEPARTMENT, upon request, detailed statements covering the annual operation of the project area and/or project facilities, including income and expenses and such other information the DEPARTMENT might reasonably require.

- i. To maintain the premises in such condition as to comply with all federal, state, and local laws which may be applicable and to make any and all payments required for all taxes, fees, or assessments legally imposed against the project area.
 - j. To erect and maintain a sign on the property which designates this project as one having been constructed with the assistance of the MNRTF. The size, color, and design of this sign shall be in accordance with DEPARTMENT specifications.
8. Only eligible costs and expenses incurred toward completion of the project facilities after execution of the Project Agreement shall be considered for reimbursement under the terms of this Agreement. Eligible engineering costs incurred toward completion of the project facilities beginning **January 1, 2011** and throughout the project period are also eligible for reimbursement. Any costs and expenses incurred after the project period shall be the sole responsibility of the GRANTEE.
9. To be eligible for reimbursement, the GRANTEE shall comply with the DEPARTMENT requirements. At a minimum, the GRANTEE shall:
 - a. Submit a written progress report every 180 days during the project period.
 - b. Submit complete requests for partial reimbursement when the GRANTEE is eligible to request at least 25 percent of the grant amount and construction contracts have been executed or construction by force account labor has begun.
 - c. Submit a complete request for final reimbursement within 90 days of project completion and no later than **August 1, 2013**. If the GRANTEE fails to submit a complete final request for reimbursement by **August 1, 2013**, the DEPARTMENT may audit the project costs and expenses and make final payment based on documentation on file as of that date or may terminate this Agreement and require full repayment of grant funds by the GRANTEE.
10. During the project period, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before adding, deleting or making a significant change to any of the project facilities as proposed. Approval of changes is solely at the discretion of the DEPARTMENT. Furthermore, following project completion, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before implementing a change that significantly alters the project facilities as constructed and/or the project area, including but not limited to discontinuing use of a project facility or making a significant change in the recreational use of the project area. Changes approved by the DEPARTMENT pursuant to this Section may also require prior approval of the BOARD, as determined by the DEPARTMENT.
11. All project facilities constructed or purchased by the GRANTEE under this Agreement shall be placed and used at the project area and solely for the purposes specified in APPENDIX C and this Agreement.

12. The project area and all facilities provided thereon and the land and water access ways to the project facilities shall be open to the general public at all times on equal and reasonable terms. No individual shall be denied ingress or egress thereto or the use thereof on the basis of sex, race, color, religion, national origin, residence, age, height, weight, familial status, marital status, or disability.
13. Unless an exemption has been authorized by the DEPARTMENT pursuant to this Section, the GRANTEE hereby represents that it possesses fee simple title, free of all liens and encumbrances, to the project area. The fee simple title acquired shall not be subject to: 1) any possibility of reverter or right of entry for condition broken or any other executory limitation which may result in defeasance of title or 2) to any reservations or prior conveyance of coal, oil, gas, sand, gravel or other mineral interests. For any portion of the project area that the GRANTEE does not possess in fee simple title, the GRANTEE hereby represents that it has:
 - a. Received a written exemption from the DEPARTMENT before the execution of this Agreement, and
 - b. Received prior written approval from the DEPARTMENT of a lease and/or easement for any portion of the property not held in fee simple title as indicated in written correspondence from the DEPARTMENT dated _____, and
 - c. Supplied the DEPARTMENT with an executed copy of the approved lease or easement, and
 - d. Confirmed through appropriate legal review that the terms of the lease or easement are consistent with GRANTEE'S obligations under this Agreement and will not hinder the GRANTEE'S ability to comply with all requirements of this Agreement. In no case shall the lease or easement tenure be less than 20 years from the date of execution of this Agreement.
14. The GRANTEE shall not allow any encumbrance, lien, security interest, mortgage or any evidence of indebtedness to attach to or be perfected against the project area or project facilities included in this Agreement.
15. None of the project area, nor any of the project facilities constructed under this Agreement, shall be wholly or partially conveyed in perpetuity, either in fee, easement or otherwise, or leased for a term of years or for any other period, nor shall there be any whole or partial transfer of the lease title, ownership, or right of maintenance or control by the GRANTEE except with the written approval and consent of the DEPARTMENT. The GRANTEE shall regulate the use of the project area to the satisfaction of the DEPARTMENT.
16. The assistance provided to the GRANTEE as a result of this Agreement is intended to have a lasting effect on the supply of outdoor recreation, scenic beauty sites, and recreation facilities beyond the financial contribution alone and permanently commits the project area to Michigan's outdoor recreation estate, therefore:

- a. The GRANTEE agrees that the project area or any portion thereof will not be converted to other than public outdoor recreation use without prior written approval by the DEPARTMENT and the BOARD and implementation of mitigation approved by the DEPARTMENT and the BOARD, including but not limited to replacement with land of similar recreation usefulness and fair market value.
 - b. Approval of a conversion shall be at the sole discretion of the DEPARTMENT and the BOARD.
 - c. Before completion of the project, the GRANTEE and the DEPARTMENT may mutually agree to alter the project area through an amendment to this Agreement to provide the most satisfactory public outdoor recreation area.
17. Should title to the lands in the project area or any portion thereof be acquired from the GRANTEE by any other entity through exercise of the power of eminent domain, the GRANTEE agrees that the proceeds awarded to the GRANTEE shall be used to replace the lands and project facilities affected with outdoor recreation lands and project facilities of equal or greater fair market value, and of reasonably equivalent usefulness and location. The DEPARTMENT and BOARD shall approve such replacement only upon such conditions as it deems necessary to assure the replacement by GRANTEE of other outdoor recreation properties and project facilities of equal or greater fair market value and of reasonably equivalent usefulness and location. Such replacement land shall be subject to all the provisions of this Agreement.
18. The GRANTEE acknowledges that:
 - a. The GRANTEE has examined the project area and has found the property safe for public use or actions will be taken by the GRANTEE before beginning the project to assure safe use of the property by the public, and
 - b. The GRANTEE is solely responsible for development, operation, and maintenance of the project area and project facilities, and that responsibility for actions taken to develop, operate, or maintain the property is solely that of the GRANTEE, and
 - c. The DEPARTMENT'S involvement in the premises is limited solely to the making of a grant to assist the GRANTEE in developing same.
19. The GRANTEE assures the DEPARTMENT that the proposed State-assisted action will not have a negative effect on the environment and, therefore, an Environmental Impact Statement is not required.
20. The GRANTEE hereby acknowledges that this Agreement does not require the State of Michigan to issue any permit required by law to construct the outdoor recreational project that is the subject of this Agreement. Such permits include, but are not limited to, permits to fill or otherwise occupy a floodplain, and permits required under Parts 301 and 303 of the Natural Resources and Environmental Protection Act, Act 451 of the Public Acts 451 of 1994, as amended.

It is the sole responsibility of the GRANTEE to determine what permits are required for the project, secure the needed permits and remain in compliance with such permits.

21. Before the DEPARTMENT will approve plans, specifications, or bid documents; or give written approval to the GRANTEE to advertise, seek quotes, or incur costs for this project, the GRANTEE must provide documentation to the DEPARTMENT that indicates either:
 - a. It is reasonable for the GRANTEE to conclude, based on the advice of an environmental consultant, as appropriate, that no portion of the project area is a facility as defined in Part 201 of the Michigan Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended;
 - or
 - b. If any portion of the project area is a facility, documentation that Department of Natural Resources-approved response actions have been or will be taken to make the site safe for its intended use within the project period, and that implementation and long-term maintenance of response actions will not hinder public outdoor recreation use and/or the resource protection values of the project area.
22. If the DEPARTMENT determines that, based on contamination, the project area will not be made safe for the planned recreation use within the project period, or another date established by the DEPARTMENT in writing, or if the DEPARTMENT determines that the presence of contamination will reduce the overall usefulness of the property for public recreation and resource protection, the grant may be cancelled by the MNRTF Board with no reimbursement made to the GRANTEE.
23. The GRANTEE shall acquire and maintain insurance which will protect the GRANTEE from claims which may arise out of or result from the GRANTEE'S operations under this Agreement, whether performed by the GRANTEE, a subcontractor or anyone directly or indirectly employed by the GRANTEE, or anyone for whose acts may hold them liable. Such insurance shall be with companies authorized to do business in the State of Michigan in such amounts and against such risks as are ordinarily carried by similar entities, including but not limited to public liability insurance, worker's compensation insurance or a program of self-insurance complying with the requirements of Michigan law. The GRANTEE shall provide evidence of such insurance to the DEPARTMENT at its request.
24. Nothing in this Agreement shall be construed to impose any obligation upon the DEPARTMENT to operate, maintain or provide funding for the operation and/or maintenance of any recreational facilities in the project area.
25. The GRANTEE hereby represents that it will defend any suit brought against either party which involves title, ownership, or any other rights, whether specific or general

- rights, including appurtenant riparian rights, to and in the project area of any lands connected with or affected by this project.
26. The GRANTEE is responsible for the use and occupancy of the premises, the project area and the facilities thereon. The GRANTEE is responsible for the safety of all individuals who are invitees or licensees of the premises. The GRANTEE will defend all claims resulting from the use and occupancy of the premises, the project area and the facilities thereon. The DEPARTMENT is not responsible for the use and occupancy of the premises, the project area and the facilities thereon.
27. Failure by the GRANTEE to comply with any of the provisions of this Agreement shall constitute a material breach of this Agreement.
28. Upon breach of the Agreement by the GRANTEE the DEPARTMENT, in addition to any other remedy provided by law, may:
- a. Terminate this Agreement; and/or
 - b. Withhold and/or cancel future payments to the GRANTEE on any or all current recreation grant projects until the violation is resolved to the satisfaction of the DEPARTMENT; and/or
 - c. Withhold action on all pending and future grant applications submitted by the GRANTEE under the Michigan Natural Resources Trust Fund and the Land and Water Conservation Fund; and/or
 - d. Require repayment of grant funds already paid to GRANTEE.
 - e. Require specific performance of the Agreement.
29. The GRANTEE agrees that the benefit to be derived by the State of Michigan from the full compliance by the GRANTEE with the terms of this Agreement is the preservation, protection and the net increase in the quality of public outdoor recreation facilities and resources which are available to the people of the State and of the United States and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State of Michigan by way of assistance under the terms of this Agreement. The GRANTEE agrees that after final reimbursement has been made to the GRANTEE, repayment by the GRANTEE of grant funds received would be inadequate compensation to the State for any breach of this Agreement. The GRANTEE further agrees therefore, that the appropriate remedy in the event of a breach by the GRANTEE of this Agreement after final reimbursement has been made shall be the specific performance of this Agreement.
30. Prior to the completion of the project facilities, the GRANTEE shall return all grant money if the project area or project facilities are not constructed, operated or used in accordance with this Agreement.
31. The GRANTEE agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of

race, color, religion, national origin, age, sex, height, weight, marital status, familial status or disability that is unrelated to the person's ability to perform the duties of a particular job or position. The GRANTEE further agrees that any subcontract shall contain non-discrimination provisions which are not less stringent than this provision and binding upon any and all subcontractors. A breach of this covenant shall be regarded as a material breach of this Agreement.

32. The DEPARTMENT shall terminate and recover grant funds paid if the GRANTEE or any subcontractor, manufacturer, or supplier of the GRANTEE appears in the register compiled by the Michigan Department of Labor and Economic Growth pursuant to Public Act No. 278 of 1980.
33. The GRANTEE may not assign or transfer any interest in this Agreement without prior written authorization of the DEPARTMENT.
34. The rights of the DEPARTMENT under this Agreement shall continue in perpetuity.
35. The Agreement may be executed separately by the parties. This Agreement is not effective until:
 - a. The GRANTEE has signed the Agreement and returned it together with the necessary attachments within 90 days of the date the Agreement is issued by the DEPARTMENT, and
 - b. The DEPARTMENT has signed the Agreement. IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, on this date.

Approved by resolution (true copy attached) of the _____,
date
_____ meeting of the _____
(special or regular) (name of approving body)

GRANTEE

SIGNED:

WITNESSED BY:

By _____

1) _____

Title: _____

2) _____

Date: _____

Grantee's Federal ID#

MICHIGAN DEPARTMENT OF NATURAL RESOURCES

SIGNED:

WITNESSED BY:

By _____
Steven J. DeBrabander

1) _____

Title: Manager, Grants Management

2) _____

Date: _____

APPENDIX A

LEGAL DESCRIPTION OF THE PROJECT AREA

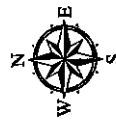
Olive Shores Park Improvement

TF 10-101

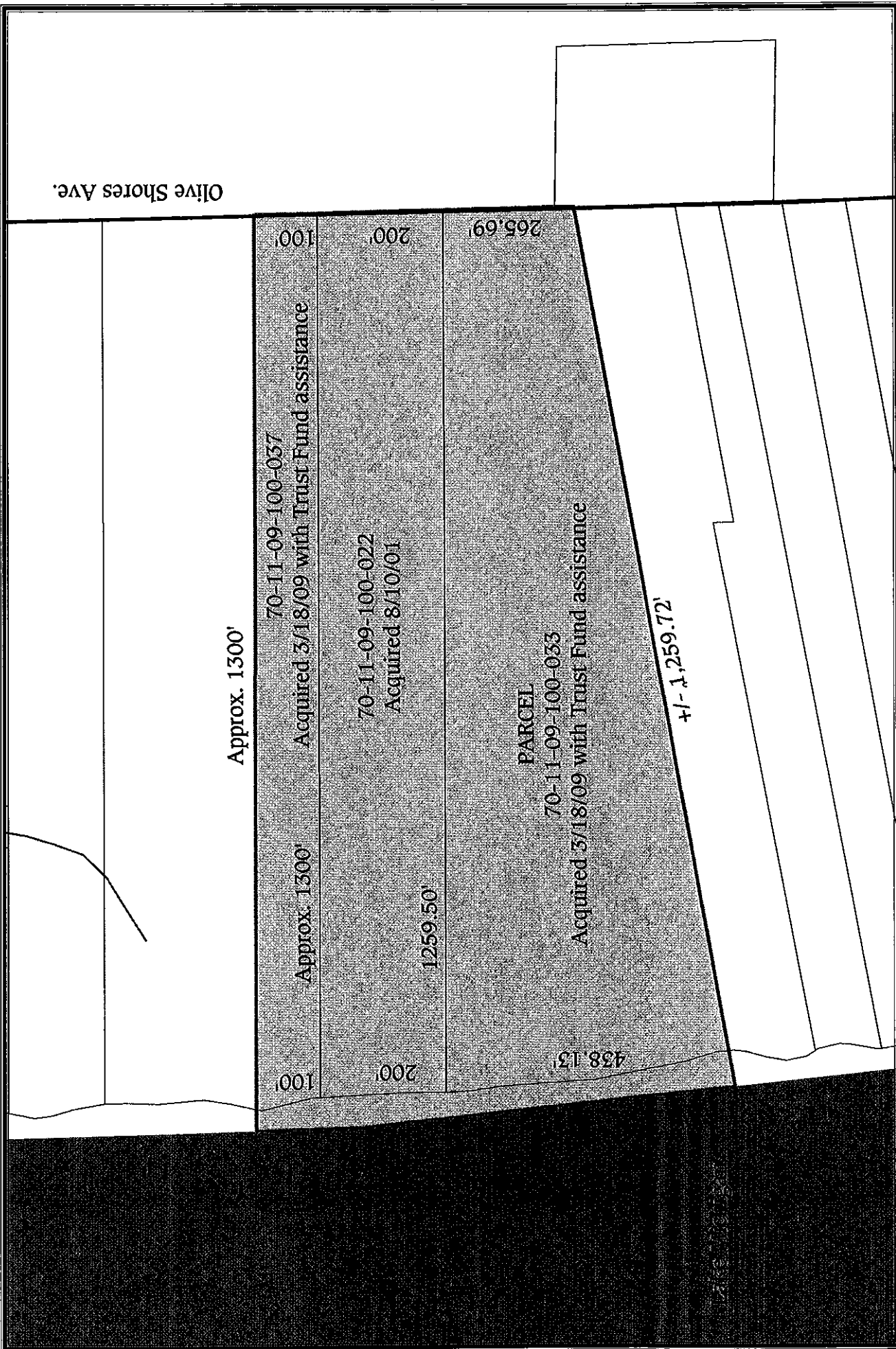
Ten (10) acres of land, more or less, along Lake Michigan, in the South one-half (S 1/2) of the Northwest fractional one-quarter (NW frl. 1/4) of Section 9, Town 6 North, Range 16 West, described as commencing 1820.65 feet South from the North one-quarter (N 1/4) corner, thence South 265.69 feet, thence South 83 degrees 16 minutes 33 seconds West 1259.72 feet more or less to the water's edge of Lake Michigan, thence Northerly along the water's edge 438.13 feet more or less to a point North 88 degrees 45 minutes 56 seconds West of beginning, thence South 88 degrees 45 minutes 56 seconds East 1289.50 feet more or less to the North and South one-quarter (N & S 1/4) line and the point of beginning, including all riparian rights to the waters of Lake Michigan, and together with and subject to easements of record. (Tax Parcel No. 70-11-09-100-033).

The South 100.00 feet of the North 300.00 feet of the South one-half (S 1/2) of the Northwest fractional one-quarter (NW frl. 1/4) of Section 9, Town 6 North, Range 16 West, being part of parcel described in a deed to Seller recorded on September 29, 2006, in Liber 5274 of Ottawa County records on Page 728. (Part of Tax Parcel No. 70-11-09-100-028).

The South 200.00 feet of the North 500.00 feet of the South one-half (S 1/2) of the Southwest fractional one-quarter (SW frl. 1/4) of Section 9, Town 6 North, Range 16 West, subject to easements of record. (Tax Parcel No. 70-11-09-100-022).



BOUNDARY MAP - TF 10-101
Olive Shores Park Improvement Project May 17, 2011



APPENDIX C

RECREATION GRANT APPLICATION TF10-101

(incorporated herein by reference)

SAMPLE RESOLUTION
(Development)

Upon motion made by _____, seconded by _____, the following Resolution was adopted:

"RESOLVED, that the _____, Michigan, does hereby accept the terms of the Agreement as received from the Michigan Department of Natural Resources, and that the _____ does hereby specifically agree, but not by way of limitation, as follows:

1. To appropriate all funds necessary to complete the project during the project period and to provide _____ (\$ _____) dollars to match the grant authorized by the DEPARTMENT.
2. To maintain satisfactory financial accounts, documents, and records to make them available to the DEPARTMENT for auditing at reasonable times.
3. To construct the project and provide such funds, services, and materials as may be necessary to satisfy the terms of said Agreement.
4. To regulate the use of the facility constructed and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.
5. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution."

The following aye votes were recorded: _____
The following nay votes were recorded: _____

STATE OF MICHIGAN)
) ss
COUNTY OF _____)

I, _____, Clerk of the _____, Michigan, do hereby certify that the above is a true and correct copy of the Resolution relative to the Agreement with the Michigan Department of Natural Resources, which Resolution was adopted by the _____ at a meeting held _____.

Signature

Title

Date